



FS Agreement No. 20-CS-11021500-045

Cooperator Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE AGREEMENT**  
**Between The**  
**TOWN OF VAIL**  
**And The**  
**USDA, FOREST SERVICE**  
**WHITE RIVER NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Town of Vail, hereinafter referred to as “the Cooperator,” and the USDA, Forest Service, White River National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: The Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154, and as amended, and The Wyden Amendment, 16 U.S.C 1011a and as amended

Background: This partnership provides a framework for the parties to cost-share and to cooperatively develop, plan, design, and implement projects that are mutually beneficial to the parties as well as promote programs of the Secretary which includes but not limited to facilitating rural prosperity and economic development.

Title: Forest Protection, Watershed Restoration, and Hazardous Fuels Reduction Projects

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to cost-share and to cooperatively develop, plan, and implement mutually beneficial projects related to forest protection, watershed restoration, hazardous fuels reduction, and other restoration projects on and off of National Forest System Lands managed by the White River National Forest. This Agreement provides for the interchange of services, equipment, supplies, and future funding needs to meet the mutually agreed upon objectives of the agreement 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:**

Whereas, the U.S. Forest Service has primary responsibility for protection, management, restoration, and improvement of National Forest System lands; and

Whereas, the Cooperator has primary responsibility for protection, management, restoration, and improvement of their lands; and

Whereas, it is agreed that the benefits of improving and protecting National Forest System lands will have direct benefits to the Town of Vail lands and surrounding multi-ownership



landscape. These benefits include reducing current and future wildfire hazard, creating strategic fuel breaks, maintaining/expanding aspen diversity while maintaining ecosystem structure and processes.

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

### **III. THE COOPERATOR SHALL:**

- A. LEGAL AUTHORITY. The Cooperator 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. Agree to fund and execute agreed to planning, forest protection, watershed restoration, hazardous fuels reduction projects, and other restoration projects on federal lands identified in the Operating Plan(s) and Financial Plan(s) incorporated to this agreement.
- C. Any sub-contracts and/or sub-awards under this Agreement are connected to projects and activities that that are jointly performed by the Parties and as such do not require substantial cash contribution toward the cost of the contract as required by FSH 1509.11, sec. 72.31.
- D. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, federal, state, local, and Native American tribe governments, and individuals as deemed necessary to properly implement the objectives of Operating Plan(s) and Financial Plan(s) incorporated to this agreement.
- E. Be financially responsible for ensuring that projects are completed in a timely manner, achieved required performance standards, monitored in accordance with established monitoring and adaptive management plans.

### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the attached Exhibits, Operating Plans, Financial Plans, and/or Attachments.
- B. Provide project descriptions and standards, as applicable.
- C. Provide relevant Federal direction and guidance on federal laws and policy, as necessary.
- D. Provide U.S. Forest Service personnel, as necessary, during various phases of the projects from project submittal, pre-project review, project planning, and execution.
- E. Assist and coordinate with the Cooperator all activities outlined in this agreement.



- F. Coordinate the goals of fuels reduction and forest restoration to be consistent with the Cooperator's goals in order to provide consistent management on a landscape scale, across boundaries.
- G. Ensure that all agreed to activities and projects incorporated in an Operating Plan(s) and Financial Plan(s) comply with Forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.
- H. Allow the Cooperator to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing the Cooperator employees and its agents access to federal lands to perform project planning, implementation, maintenance, and monitoring activities and projects incorporated in Operating Plan(s) and Financial Plan(s).
- I. Coordinate with the Cooperator, oversee all authorized implementation activities at project sites, and ensure that all activities and projects are conducted in accordance with forest plans, NEPA documents, and applicable laws and regulations for activities on National Forest System Lands.
- J. Following completion of project implementation and the achievement of all required performance standards for given projects, act as the long-term steward of project sites.
- K. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$0.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's annual invoice. Each invoice from the Cooperator must display the total project costs for the billing period, separated by U.S. Forest Service and the Cooperator 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 the Cooperator'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. The Cooperator name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and The Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.



8. Statement that the invoice is a request for payment by “reimbursement.”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

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: [marcia.gilles@usda.gov](mailto:marcia.gilles@usda.gov)

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

- A. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of The Cooperator not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- B. Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.
- C. Both parties will coordinate and provide leadership in the development of strategic planning; assessment; monitoring of implementation, effectiveness, and project consistency; and site-specific project planning, to manage and maintain agreed to projects incorporated in Operating Plans to this agreement.
- D. Qualified supervisors shall be on site with employees of their organization during performance of activities under this agreement. Neither party to this agreement will directly supervise employees of the other party to this agreement.
- E. The U.S. Forest Service or the Cooperator may require immediate temporary suspension of all or any part of the activities under this agreement when the U.S.



Forest Service determines it is necessary to protect the public health, safety, or the environment.

- F. The Cooperator and the U.S. Forest Service shall develop operating plan(s) with work locations and specifications identified prior to implementing any work in the project area.
- G. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Paul Cada, Wildland Program Administrator Vail Fire and Emergency Services 2399 North Frontage Road West Vail, CO 81657 Phone: 970.477.3475 Email: <a href="mailto:PCada@vailgov.com">PCada@vailgov.com</a>	Mark Novak, Fire Chief Vail Fire and Emergency Services 2399 North Frontage Road West Vail, CO 81657 Phone: 970.477.3474 Email: <a href="mailto:mnovak@vailgov.com">mnovak@vailgov.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Marcia Gilles, Deputy District Ranger Eagle-Holy Cross Ranger District PO Box 190 Minturn, CO 81645 Phone: 970-827-5152 Email: <a href="mailto:marcia.gilles@usda.gov">marcia.gilles@usda.gov</a>	Clark M. Woolley 900 Grand Avenue Glenwood Springs, CO 81601 Phone: 970-945-9803 Email: <a href="mailto:clark.woolley@usda.gov">clark.woolley@usda.gov</a>

- H. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator 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 the Cooperator, 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.

- I. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service White River National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service White River National Forest will notify the The Cooperator when permission is granted.
- L. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator 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 the Cooperator hereby willingly agree(s) to assume these responsibilities.
- Further, the Cooperator shall provide any necessary training to the Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- M. 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.
- N. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.



Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- O. ELIGIBLE WORKERS. The Cooperator 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). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- P. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). the Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. 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](http://www.sam.gov).
- Q. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

The Cooperator 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**

The Cooperator 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

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

### 4. Source Documentation

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

- R. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$0.00 are currently available for performance of this agreement. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until The Cooperator receives notice of availability confirmed in a written modification by the Forest Service.

S. INDIRECT COST RATES- PARTNERSHIP

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

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing





may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

T. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the Cooperator did not anticipate at the time of the award must be used to reduce the Federal agency and the Cooperator's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

U. OVERPAYMENT. Any funds paid to the Cooperator 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 the Cooperator 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 the Cooperator.
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.

- V. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

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

Within a maximum of 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 the Cooperator.

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.

- W. 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.

The Cooperator 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 the Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- X. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator 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. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

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

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

- Y. 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).

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

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

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator 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.
- BB. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the Cooperator on completion of the project, if appropriate.
- CC. 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 the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- DD. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- EE. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, the Cooperator 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 the Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Cooperator's managerial personnel. The



Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator 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. The Cooperator 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, the Cooperator 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.

FF. 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.

GG. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

HH. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and



conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- II. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator 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."***

- JJ. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator 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 the Cooperator 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 the Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

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



1. When the U.S. Forest Service and the Cooperator 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 The Cooperator 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.

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

- LL. 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.
- MM. DEBARMENT AND SUSPENSION. The Cooperator 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 the Cooperator 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.
- NN. COPYRIGHTING. The Cooperator 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 the Cooperator under this agreement.
- Any right of copyright to which the Cooperator purchase(s) ownership with any Federal contributions.

OO. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

PP. PUBLICATION SALE. The Cooperator 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.

QQ. 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.





- RR. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5/15/2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- SS. 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.

---

SCOTT ROBSON, Town of Vail Manager Date  
Town of Vail, Colorado

---

SCOTT G. FITZWILLIAMS, Forest Supervisor Date  
U.S. Forest Service, White River National Forest

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

---

CLARK M. WOOLLEY, G&A Specialist Date  
U.S. Forest Service, White River National Forest

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.

## **Exhibit A.0.0 Operating Plan and Financial Plan**

**Project Location:** Booth Creek Project, see attached Map.

### **GENERAL PROJECT OVERVIEW:**

The Town of Vail challenged the Eagle-Holy Cross Ranger District to address the reduction of potential wildfire impacts to the wildland urban interface in the Vail Valley through fuel reduction treatments. This Operating Plan captures the parties' contributions and details the working arrangement whereby the Prime Consultant will be directed by the U.S. Forest Service to prepare a National Environmental Policy Act of 1969 ("NEPA") analysis ("NEPA Analysis" or "the Analysis") for proposed project.

### **PROJECT SUMMARY:**

The Parties to this agreement desire to reduce potential wildfire impacts to the wildland urban interface in the Vail Valley through fuel reduction treatments. The proposed project area is approximately 4,400 acres and is located on the north side of I-70 from Spraddle Creek east to Pitkin Creek and north to Bald Mountain, see attached map. Of the 4,400 acres in the proposed project area, 2,418 acres are within the Eagle's Nest Wilderness. Actual treatment acres, location, and treatment type will depend on U.S. Forest Service analysis. Treatments would include a combination of the following:

- Prescribed fire (both broadcast and piling burning)
- Manual pruning and chainsaw treatments
- Potential mechanical treatments on slopes less than 40% (excluding areas within Wilderness)

The proposed treatments would reduce the accumulation of fuels and alter the age classes of trees and shrubs by removing over-mature plants and stimulating plant regeneration. Prescribed burns would occur in the spring and/or fall over multiple years. Mechanical treatments and/or hand treatments would occur in the summer and/or fall to allow for safe crew access and to reduce disturbance to overwintering bighorn sheep. The project area encompasses the Management Area 5.42 – Bighorn Sheep Habit, therefore this project proposal also aims to create critical escape cover and nutrient-rich winter forage.

### **PROJECT PROPOSAL:**

The U.S. Forest Service must comply with the NEPA, the National Forest Management Act of 1976, and other applicable statutes, regulations, Executive Orders, and the Forest Service Manual and Handbook direction (collectively, "the applicable legal requirements").

Based upon the initial assessment of the proposed treatments, the U.S. Forest Service anticipates that this project will be prepared under an Environmental Assessment (EA) and specific written comments on the proposed project will be accepted for 30 calendar days following publication of notice in the Vail Daily. The proposed action is subject to an objection process consistent with

36 CFR 218(a) (b), which includes an opportunity to object before the final decision is made. The NEPA documents will be prepared by the Prime Consultant in a manner consistent with the applicable legal requirements.

The Parties agree that the Analysis will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

The Parties agree that the U.S. Forest Service retains sole responsibility for making decisions with regard to the Analysis.

### **OBJECTIVES AND SCOPE:**

The environmental analysis and associated deliverables will be prepared by a Prime Consultant hired by the Town of Vail under a separate Town of Vail contract following the “Contact Provision” provision under Section V of the agreement. Parties understand that the Prime Consultant’s work product will be considered U.S. Forest Service work product owned by the U.S. Forest Service because it will be prepared under U.S. Forest Service supervision and is intended to meet legal requirements that apply to the U.S. Forest Service. Subject to prior U.S. Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors. The combination of the Prime Consultant and any approved subcontractors working under the direction of the U.S. Forest Service will be sufficient to prepare the Analysis.

### **APPROACH:**

**Task 1: The Cooperator will hire an independent third-party (“Prime Consultant”) to perform the necessary NEPA environmental analysis deliverable documenting the impacts of the proposed treatments on National Forest System lands.** The Partner’s communications with the Prime Consultant will be limited to issues related to billing, and other non-Analysis related issues pertaining to their contract. If the Partner or the Prime Consultant have other issues they would like to discuss with one another, all such communication shall occur through the U.S. Forest Service.

### **TERM OF OPERATING PLAN: TIMELINE**

Anticipated approximate start and end dates for tasks are as follows:

The NEPA analysis phase of the project work will be completed during the period starting the date of the last signature and anticipating ending on **March 1, 2021**.

### **PERSONNEL:**

U.S. Forest Service personnel will work closely with the Cooperator as well as the Prime Consultant and other potential third-party contractors to complete Forest Service responsibilities

regarding the environmental analysis and associated deliverables in a timely and professional manner.

**BUDGET SUMMARY:**

Attached is the Financial Plan for this Agreement and Operating Plan. The financial plan estimates the interchange of services and other resources contributed to the cost of the project and outlines the funding responsibilities of each party.

**ATTACHMENTS:**

- a. Financial Plan
- b. Project Area Map
- c. FS-1500-23 – Project Performance Report Optional Format

Attachment: Exhibit A.0.0 - Financial Plan

USFS Agreement No.: 20-CS-11021500-045  
Cooperator Agreement No.:

Mod. No.: N/A

**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	\$7,757.76	\$0.00	\$7,200.00	\$0.00	\$14,957.76
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
Prime Consultant Contract	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$7,757.76</b>	<b>\$0.00</b>	<b>\$57,200.00</b>	<b>\$0.00</b>	<b>\$64,957.76</b>
Coop Indirect Costs		\$0.00	\$5,720.00		\$5,720.00
FS Overhead Costs	\$930.93				\$930.93
<b>Total</b>	<b>\$8,688.69</b>	<b>\$0.00</b>	<b>\$62,920.00</b>	<b>\$0.00</b>	<b>\$71,608.69</b>
<b>Total Project Value:</b>					<b>\$71,608.69</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 12.13%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 87.87%
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
Program Manager Specialist		\$484.86	4.00	\$1,939.44
Program Manager Specialist		\$484.86	4.00	\$1,939.44
Program Manager Specialist		\$484.86	4.00	\$1,939.44
Program Manager Specialist		\$484.86	4.00	\$1,939.44
				\$0.00

#### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$7,757.76</b>
-----------------------------	-------------------

#### Travel

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

#### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

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

#### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

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

Non-Standard Calculation

**Total Supplies/Materials** **\$0.00**

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

Non-Standard Calculation

**Total Printing** **\$0.00**

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

Non-Standard Calculation

**Total Other** **\$0.00**

<b>Subtotal Direct Costs</b>	<b>\$7,757.76</b>
------------------------------	-------------------

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$7,757.76		\$930.93
<b>Total FS Overhead Costs</b>			<b>\$930.93</b>

<b>TOTAL COST</b>	<b>\$8,688.69</b>
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## WORKSHEET FOR

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

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
Wildland Program Administrator	450	8		\$3,600.00
Fire Chief - Vail Fire and Emergency Services	450	8		\$3,600.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

**Total Salaries/Labor**

**\$7,200.00**

#### Travel

##### Standard Calculation

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

##### Non-Standard Calculation

**Total Equipment**

**\$0.00**

#### Supplies/Materials

##### Standard Calculation



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

**Non-Standard Calculation**

<b>Total Supplies/Materials</b>			<b>\$0.00</b>
---------------------------------	--	--	---------------

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

<b>Other Expenses</b>			
<b>Standard Calculation</b>			
Item	# of Units	Cost/Unit	Total
			\$0.00
<b>Non-Standard Calculation</b>			
Prime Consultant Contract		\$50,000.00	\$50,000.00
<b>Total Other</b>			<b>\$50,000.00</b>

<b>Subtotal Direct Costs</b>	<b>\$57,200.00</b>
------------------------------	--------------------

<b>Cooperator Indirect Costs</b>			
Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$57,200.00		\$5,720.00
<b>Total Coop. Indirect Costs</b>			<b>\$5,720.00</b>

<b>TOTAL COST</b>	<b>\$62,920.00</b>
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**Instructions:** Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the three (3) financial plan versions and complete. Each version requires identical information and result in calculations and cost analysis that are the same. Version 1 cost analysis data values are automatically entered into the financial plan matrix. Version 2 requires manual entry of the cost analysis data values into the financial plan matrix. Version 3 should be used if there are multiple Cooperators. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1 cost analysis tabs.

**Definitions for the Matrix Column Headings:**

(a) Forest Service Noncash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.

(b) Forest Service Cash to Cooperator: This is the maximum amount of funding that will be reimbursed or advanced by the Forest Service to the Cooperator. This is an expense to the Forest Service.

(c) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor. All the costs listed here are an expense to the Cooperator.

(d) Cooperator In-Kind Contribution: In-kind contribution provided to the Cooperator from a third party organization(s) for use in the project for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.

(e) Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

## Definitions for Cost Allowability

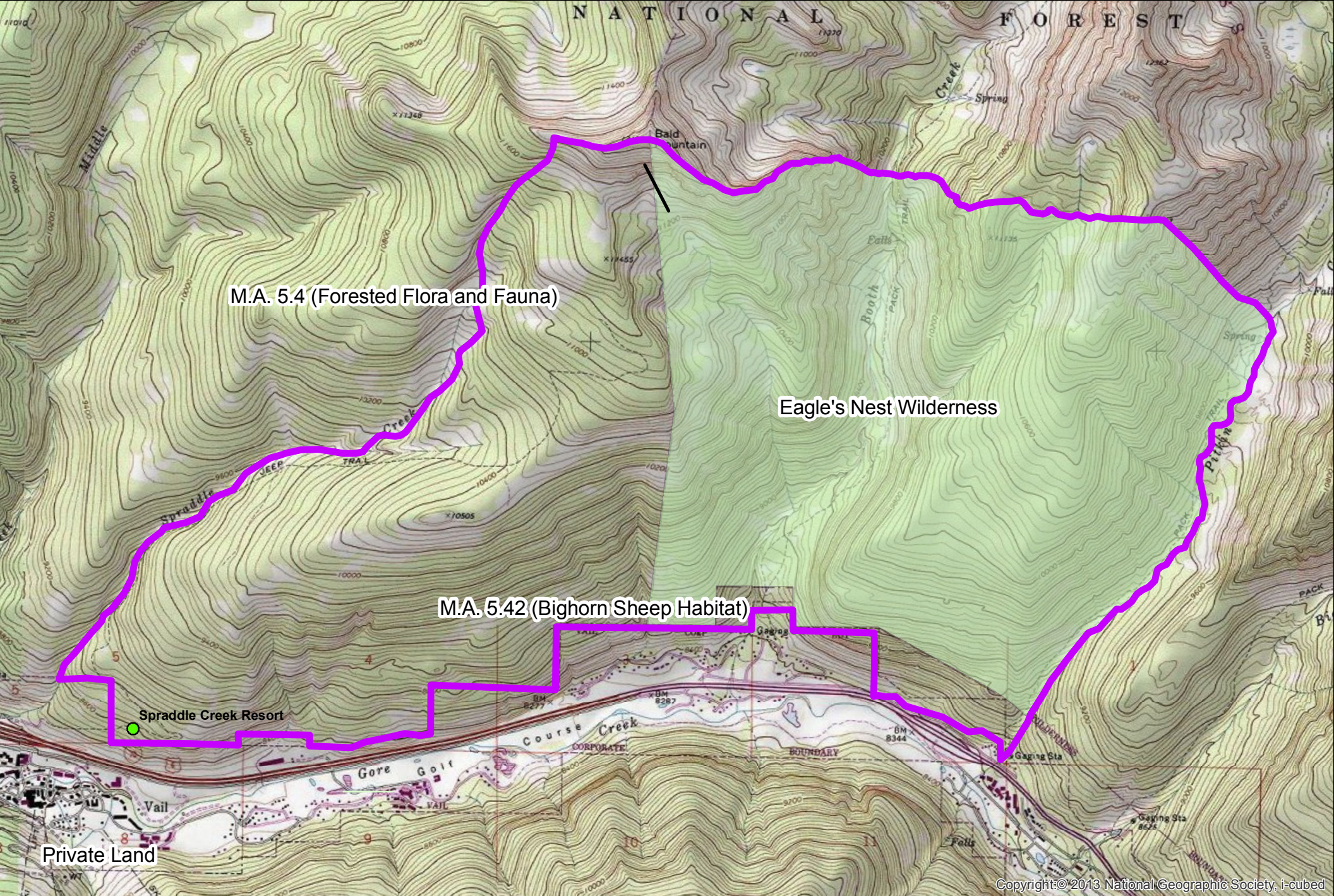
(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) Reasonable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

## 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 45 minutes 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.





### Optional Project Performance Report\*

1. Recipient/Cooperator Name: _____	
2. Agreement Number: _____	3. Project Title: _____
4. Reporting Period End Date: _____	5. Report Type: <input type="checkbox"/> Interim <input type="checkbox"/> Final

For each program/project in the agreement narrative, please provide brief information on the following:

- 6. Status Summary:
- 7. What has been accomplished to date? Please provide a comparison of actual accomplishments to the objectives established in the agreement narrative (quantify where possible):
- 8. Any problems encountered? Explain delays or changed costs or conditions that significantly impair the ability to meet agreement objectives and timelines. If necessary, please work with the F.S. program manager for an extension of the agreement period.
- 9. Any changes that you plan to propose? Please work with F.S. program manager to determine if a modification is needed (e.g., a change is needed to the objectives or financial plan).
- 10. Briefly describe work to be performed during the next reporting period.
- 11. Any other comments considered of importance but not discussed above?
- 12. Signatures of Authorized Representative: by signature below, the signing parties certify that they are the official representatives of their respective parties and authorized to act in their respective areas for matters related to the above-referenced grant/agreement.

<b>Submitted: Cooperator Program Mgr</b>	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____

\*Note to Cooperator Project Lead: This optional form helps respond to the performance reporting required by the agreement.

<b>Reviewed: FS Program Mgr</b>	Signature: _____	Date: _____
	Name/Title: _____	Phone: _____

\*Note to F. S. Program Manager: Please document this and any other monitoring activity in NRM or send to G&A Personnel.

*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 2 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.*



## INSTRUCTIONS FOR FORM FS-1500-23

1. Enter the recipient's or cooperator's name.
2. Enter the original U.S. Forest Service agreement number.
3. Enter the project's title.
4. Enter the type of report.
- 6-8. Provide information related to each program/project in the agreement narrative.
11. Self explanatory.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : VAIL, TOWN OF\***  
**Record Status: Active**

<b>ENTITY</b> VAIL, TOWN OF	Status: Active
DUNS: 961904703 +4:	CAGE Code: 4R6V0 DoDAAC:
Expiration Date: 03/09/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 75 S FRONTAGE RD W	
City: VAIL	State/Province: COLORADO
ZIP Code: 81657-5043	Country: UNITED STATES