CHALLENGE COST SHARE AGREEMENT
Between The
FLORIDA TRAIL ASSOCIATION, INC
And The
USDA, FOREST SERVICE
NATIONAL FORESTS IN FLORIDA

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Florida Trail Association, Inc., hereinafter referred to as “FTA,” and the USDA, Forest Service, National Forests in Florida 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 Florida National Scenic Trail was designated by Congress as part of the National Trails System in 1983 by amendment to the 1968 National Trails System Act. In this amendment the U.S. Forest Service, and later the National Forests in Florida, was granted management authority to build, maintain, manage and protect the Florida National Scenic Trail. The FNST is a complex and unique resource in that it traverses the lands of nearly 30 different federal, state, public and private interests and is supported by a myriad of public and private interest and user groups. The National Trails System Act states:

“(7) (h) (1)… When deemed to be in the public interest such Secretary may enter written cooperative agreements with States or their political subdivisions, landowners, private organizations, or individuals to operate, develop, and maintain any portion of such a trail… (and) may include provisions… to encourage participation in the acquisition, protection, operation, development and maintenance of such trails…”

Also, “(2) (c)… it is further the purpose of this Act to encourage and assist volunteer citizen involvement in the planning, development, maintenance, and management, where appropriate, of trails.”

Title: Florida National Scenic Trail Volunteer Trail Program

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to host a volunteer construction, maintenance and development program for the Florida National Scenic Trail consistent with the FNST Comprehensive Plan and the 2012 5-Year Strategic Plan. It is further the intent of this agreement to honor the National Trails System Act’s recognition of the critical role played by volunteers and private citizens in the development of National Trails by engaging volunteers in all aspects of the program in accordance with the following provisions and the hereby incorporated Program of Work and Financial Plan, attached as Exhibits A and B.
II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Florida National Scenic Trail is a federally-designated, non-motorized, recreation trail that represents the diverse scenic, historic, natural and cultural character of the lands through which it crosses. As a National Scenic Trail, the FNST provides readily available, safe, educational, and memorable opportunities across a spectrum of challenges; recreationists can expect signage, maintenance, accessibility, and interpretation to be standardized and to meet best management practices; and recreationists recognize and identify their trail experience as part of the larger, distinct National Scenic Trail experience.

The U.S. Forest Service, National Forests in Florida, as administrator of the FNST is dedicated to ensuring the development, maintenance and promotion of the Trail through partnerships to serve both the resource and a broad base of recreationists who will enjoy, appreciate and steward this natural resource and the Nation’s heritage along the FNST.

The FTA is a public, non-profit organization dedicated to the promotion of hiking in Florida and specifically to the promotion, construction, maintenance, protection, and management of the Florida National Scenic Trail as a long distance hiking opportunity.

The Forest Service and the FTA have established this agreement to help one another accomplish mutually beneficial objectives related to overall program management and maintenance of the Florida National Scenic Trail. These objectives include:

A. Construction, maintenance and monitoring of trail and trail support facilities along the Florida National Scenic Trail;

B. Volunteer recruitment, management and development in proper trail maintenance and construction techniques and safety;

C. Working toward management continuity among agencies and private landowners.

D. Jointly plan and conduct an annual meeting with the intent of coordinating the maintenance activities of the FNST.

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

III. FTA SHALL:

A. **LEGAL AUTHORITY.** FTA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
B. **USE OF GOVERNMENT OWNED VEHICLES.** U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.

C. **BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.** FTA may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

D. Bill the FS monthly for their prorated share of actual costs incurred to date, less program income excluding any previous FS payment(s) made on this instrument to the date of the invoice. Invoice should be supported by a listing of actual expenses, Program of Work accomplishments and the appropriate match.

E. Coordinate and collaborate with the FS on all FNST projects including, but not limited to, construction of trail and trail support facilities (trailheads, kiosks, bridges, boardwalks etc.). The underlying land manager and FS must approve all designs prior to construction.

F. Work with the FS and individual land managers on the placement and construction of any improvements on the FNST to be sure all agency permitting and safety regulations are met and that projects are consistent with the objectives of the FNST Comprehensive Plan and the 2012 5-Year Strategic Plan.

G. Immediately notify the FS and the underlying land manager of any problem areas and safety concerns on the FNST.

H. Notify the FS and underlying land manager of the completion of each project so a final inspection of any construction can be made.

I. Provide volunteer and partner staff training opportunities in safe trail construction and maintenance techniques and volunteer management.

J. Host volunteer and partner meetings as necessary for the fulfillment of the annual program of work.

K. Remain an active participant in the National Trails System and represent the FNST in the long distance trail community.
L. Ensure that the Volunteer Program is designed to meet the intent and documentation requirements as agreed to in the Sponsored Volunteer Agreement.

M. Give the Forest Service, Inspector General, or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, documents related to the agreement. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse FTA for the U.S. Forest Service's share of actual expenses incurred, not to exceed $252,185.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of FTA's monthly invoice. Each invoice from FTA must display the total project costs for the billing period, separated by U.S. Forest Service and FTA 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 FTA'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. FTA's name, address, and telephone number
   2. U.S. Forest Service agreement number
   3. Invoice date
   4. Performance dates of the work completed (start & end)
   5. Total invoice amount for the billing period
   6. Statement that the invoice is a request for payment by 'reimbursement'
   7. If using SF-270, a signature is required.
   8. Invoice Number, if applicable

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

   EMAIL:  asc ga@fs.fed.us

   FAX:  877-687-4894

   POSTAL: USDA Forest Service
            Albuquerque Service Center
            Payments - Grants & Agreements
            101B Sun Ave NE
            Albuquerque, NM 87109
Send a copy to: Megan Eno, FNST Partnership Coordinator, 325 John Knox Rd., Suite F-100, Tallahassee, Florida, 32303.

B. Reimburse the FTA for the Forest Service’s proportionate share of actual expenses incurred. The amount will be determined based on the Program of Work.

C. Provide the most up to date inventory and geographic information systems of the Florida National Scenic Trail.

D. Provide technical assistance in the design, construction, inspection and maintenance of trail support facilities.

E. Schedule final inspections of facilities constructed with these funds to be sure that they meet requirements of the Forest Service, the land managers, and this agreement.

F. Develop with the FTA, any and all public education programs to ensure the copyright and integrity of the FNST logo are protected and used appropriately. Also, ensure the participating partners in the Trail are included in all programs and are represented fairly and appropriately. Grant permission to the FTA to use the Association’s “FT” symbol that is within the Florida National Scenic Trail logo for its own purposes.

G. Ensure that Program of Work goals correspond to the objectives of the FNST Comprehensive Plan, the 2012 5-Year Strategic Plan, and the Sponsored Volunteer Agreement.

H. Provide volunteer, staff and land manager training opportunities in support of the Sponsored Volunteer Agreement.

I. Participate in volunteer and partner meetings as necessary to fulfill the Program of Work.

J. Provide field staff office space in the National Forest’s in Florida Supervisor’s Office located at 325 John Knox Rd., Suite F-100, Tallahassee, FL 32303.

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.
Principals Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Eric Mason</td>
<td><strong>Name:</strong> Janet Akerson</td>
</tr>
<tr>
<td><strong>Address:</strong> 325 John Knox Rd., Suite F-100</td>
<td><strong>Address:</strong> 5415 SW 13th Street</td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong> Tallahassee, FL 32303</td>
<td><strong>City, State, Zip:</strong> Gainesville, FL 32608</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 906-360-3153</td>
<td><strong>Telephone:</strong> 352-378-8823</td>
</tr>
<tr>
<td><strong>FAX:</strong></td>
<td><strong>FAX:</strong> 352-378-4550</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:emason@floridatrail.org">emason@floridatrail.org</a></td>
<td><strong>Email:</strong> <a href="mailto:janetakerson@floridatrail.org">janetakerson@floridatrail.org</a></td>
</tr>
</tbody>
</table>

Principals U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Megan Eno</td>
<td><strong>Name:</strong> Jo Ann McGee</td>
</tr>
<tr>
<td><strong>Address:</strong> 325 John Knox Rd., Suite F-100</td>
<td><strong>Address:</strong> 2700 N. Ocoee St.</td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong> Tallahassee, FL 32303</td>
<td><strong>City, State, Zip:</strong> Cleveland, TN</td>
</tr>
<tr>
<td><strong>Telephone:</strong> 850-523-8579</td>
<td><strong>Telephone:</strong> 423-476-9710</td>
</tr>
<tr>
<td><strong>FAX:</strong> 850-523-8505</td>
<td><strong>FAX:</strong> 423-476-9721</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:meno02@fs.fed.us">meno02@fs.fed.us</a></td>
<td><strong>Email:</strong> <a href="mailto:jmcgee01@fs.fed.us">jmcgee01@fs.fed.us</a></td>
</tr>
</tbody>
</table>

B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.

C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or FTA 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 FTA, at FTA’s address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

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

E. **ENDORSEMENT.** Any of FTA’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of FTA’s products or activities.
F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for FTA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

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, audiotape, etc.) should contact USDA’s TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

J. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

FTA 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

FTA 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
FTA shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. FTA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. FTA shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

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

K. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. FTA 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 FTA did not anticipate at the time of the award must be used to reduce the Federal agency and FTA’s contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, FTA 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, FTA 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.

L. OVERPAYMENT. Any funds paid to FTA 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 FTA 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 FTA.

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

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

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

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

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

N. PROGRAM PERFORMANCE REPORTS. FTA shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

FTA shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with FTA's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

O. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** FTA 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. FTA shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

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

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

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

P. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

Q. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

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

"The National Forests in Florida of the U.S. Forest Service, Department of Agriculture, administrators of the Florida National Scenic Trail...."

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

S. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by FTA 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 FTA on completion of the project, if appropriate.

T. 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. No part of this agreement entitles FTA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following FTA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). FTA must maintain cost and price analysis documentation for potential U.S. Forest Service review. FTA is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.

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

V. GOVERNMENT-FURNISHED PROPERTY. FTA may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. FTA 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, FTA 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 FTA 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 FTA’s managerial personnel. FTA’s
      managerial personnel, in this clause, means FTA’s directors, officers,
      managers, superintendents, or equivalent representatives who have
      supervision or direction of all or substantially all of FTA’s business; all or
      substantially all of FTA’s operation at any one plant or separate location; or a
      separate and complete major industrial operation.

2. FTA shall take all reasonable actions necessary to protect the Government
   property from further loss, damage, destruction, or theft. FTA 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. FTA 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 & Agreements Specialist, FTA 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.

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

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR
   AUDIOVISUAL MATERIAL. FTA shall include the following statement, in full, in
   any printed, audiovisual material, or electronic media for public distribution
   developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this
institution is prohibited from discriminating on the basis of race, color, national origin,
sex, age, or disability. (Not all prohibited bases apply to all programs.)
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If FTA 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 FTA 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 FTA’s program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

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

1. When the U.S. Forest Service and FTA 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 FTA to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.
Upon termination of an agreement, FTA 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
FTA for the United States Federal share of the non-cancelable obligations properly
incurred by FTA up to the effective date of the termination. Excess funds must be
refunded within 60 days after the effective date of the termination.

AA. 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.

BB. DEBARMENT AND SUSPENSION. FTA 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 FTA 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.

CC. COPYRIGHTING. FTA 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 shall
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 FTA under this agreement.
• Any right of copyright to which FTA purchase(s) ownership with any federal
  contributions.

DD. PUBLICATION SALE. FTA 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.
EE. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 30, 2013 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

GG. 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.

Carlos Schomaker, President
Florida Trail Association, Inc.

Susan Jeffreber - Matthews, Forest Supervisor
U.S. Forest Service, National Forests in Florida

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

JOANN MCGEE
U.S. Forest Service Grants & Agreements Specialist

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