



FS Agreement No. 21-CS-11083150-076

Cooperator Agreement No. _____

**CHALLENGE COST SHARE AGREEMENT
Between
FLORIDA TRAIL ASSOCIATION, INC
And The
USDA, FOREST SERVICE
SOUTHERN REGION**

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, Southern Region 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 and the Southern Region, 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."

Florida Statute 260.012(6) further supports the FNST in stating:

“It is the intent of the Legislature to officially recognize the Florida National Scenic Trail as Florida's official statewide trail from the Florida Panhandle to the Everglades. It is also the intent of the Legislature to encourage all state, regional, and local agencies who acquire lands to include in their land-buying efforts the acquisition of sufficient legal interest in the lands over which the trail passes to ensure its continued existence in a permanent location.”

Title: Florida National Scenic Trail Volunteer 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 2018 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 Financial Plan and Program Work, attached as Attachment 1 and 2.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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, Southern Region, 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 mission of the FTA is to “build, maintain, protect, and promote the unique Florida National Scenic Trail (Florida Trail), along with a network of hiking trails throughout the state of Florida. Together with our partners, the Association provides opportunities for the public to contribute to meaningful volunteer work, engage in outdoor recreation, and participate in environmental education.”

As an organization uniquely interested in the FNST, FTA envisions the trail as primarily a natural-surface footpath through wild and natural landscapes. FTA envisions visitors on the FNST will feel as if they're traversing Florida's original landscapes, encountering the natural fauna and flora. Road walks, other paved surfaces, etc., are only part of the FNST where necessary, and their use and intent is either as an interim solution or as a unique scenic feature that still maximizes the natural intent stated above. The FNST is clearly blazed and signed along the entire route, and users know they are on it. At trailheads and other appropriate places, engaging displays of useful information await the user and the curious public. FTA desires the FNST to be well-known in Florida and throughout the United States, for a vibrant community of volunteer supporters, maintainers and users who care for, defend, and promote 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 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Bill the U.S. Forest Service monthly for their prorated share of actual costs incurred to date, excluding and previous U.S. Forest Service 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 U.S. Forest Service on all FNST projects including, but not limited to, construction of trail and trail support facilities (trailheads, kiosks, bridges, boardwalks, shelters, etc). The underlying land manager and the U.S. Forest Service must approve all designs prior to construction.
- F. FTA staff position descriptions and compensation rates related to FNST agreements will be developed and agreed upon in collaboration with the U.S. Forest Service.
- G. FTA staff vacancy announcements, interviews, and selections associated with this agreement will be developed and conducted in collaboration with the U.S. Forest Service throughout the process.
- H. Work with the U.S. Forest Service 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 FNST 5-Year Strategic Plan.
- I. Immediately notify the U.S. Forest Service and the underlying land manager of any problem areas and safety concerns on the FNST.



- J. Notify the U.S. Forest Service and the underlying land manager of the completion of each project so a final inspection of any construction can be made.
- K. Provide volunteer and partner staff training opportunities in safe trail construction and maintenance techniques and volunteer management.
- L. Host volunteer and partner meetings as necessary for the fulfillment of the annual program of work.
- M. Remain an active participant in the National Trails Systems and represent the FNST in the long-distance community.
- N. Ensure that the Volunteer Program is designed to meet the intent and documentation requirement as agreed to in the Sponsored Volunteer Agreement.
- O. Give the U.S. Forest Service, Inspector General, or Comptroller General, through any authorized representation, access to and the right to examine all books, papers, and documents related to this 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 \$614,355.77, 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 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 FTA 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

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: **Philip Marley, by email to Philip.Marley@usda.gov**

- B. Reimburse the FTA for the U.S. 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 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 U.S. Forest Service, the land managers, and this agreement.
- F. Develop with the FTA, any and all public education programs to ensure that 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.
- G. 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.
- H. Ensure that the Program of Work goals correspond to the objectives of the FNST Comprehensive Plan, the FNST 5-Year Strategic Plan, and the Sponsored Volunteer Agreement.
- I. Provide volunteer, staff, and land manager training opportunities in support of the Sponsored Volunteer Agreement.



- J. Participate in Volunteer and partner meetings as necessary to fulfill the Program of Work.

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

- A. Public Lands Corps (PLC) Eligibility
- a. Position, job duties/project must be agreed upon mutually by U.S. Forest Service and FTA prior to any hours being applied to certificate requirement.
 - b. The Public Lands Corps (PLC) is a work and education experience for FTA's participants that contribute to the rehabilitation, restoration, and repair of public land resources and infrastructures. Service projects provide opportunities for community and national service, work experience and training to men and women, and veterans who are unemployed or underemployed persons. The PLC hiring eligibility provides successful participants hiring eligibility status in the federal sector.
 - c. Parties agree that Individual Placements must:
 - i. Offer meaningful, full-time, productive work or service experiences for individuals between the ages of 16 and 30 or veterans up to 35yrs old, inclusive, in a natural or cultural resource setting;
 - ii. Provide participants with a combination of work experiences, basic and life skills, education, training, and support services; and
 - iii. Provide participants with the opportunity to develop citizenship values and skills through service to their community and the United States.
 - d. To be eligible for enrollment in the PLC, an individual shall satisfy the criteria specified in USC Title 42, Section 12591 and Section 12593. PLC participants are automatically enrolled in the PLC Program when they commence working on a PLC authorized project.
 - e. The U.S. Forest Service is authorized to pay not more than 75 percent of the costs of any appropriate conservation project carried out on public lands by under this agreement. The remaining 25 percent of the costs of such a project may be provided from CF A IA or other non-federal sources in the form of funds, services, facilities, materials, equipment, or any combination of the foregoing.
 - f. Travel - Travel expenses may be paid for the participant engaged in work benefiting the U. S. Forest Service (FSH 6509.33).
 - g. Non-Competitive Hiring Certification and Verification of Public Lands Corps Service - PLC graduates may be considered non-competitively for federal jobs. In order to be eligible for a term or career or career conditional appointment, a PLC graduate must be a United States citizen and satisfactorily completed 640 work hours on a Public Lands Corps project. The requirement for 640 work hours is a normal standard of work hours that has been identified for Federal internship programs as stated in 5 CFR Part 362, Subpart 8.



- i. PLC organizations are required to track PLC participant work hours which must be certified by a federal employee with supervisory oversight of the project.
- ii. A Certificate of Eligibility is granted to each PLC participant once they have fulfilled the required hours of service or completed the term of service.
- iii. The Certificate of Eligibility may be used as proof of service on an appropriate public lands project for the benefit of future Federal hiring as defined in FSH 6109 .12, chapter 1 0 and FS H 6 I 09 .12, section 51. See Exhibit I b for an example of a "Certificate of Eligibility" letter, ref. FSH 6 I 09.12, Section 13.4. Authorities: the Department of Interior. Environment, and Related Agencies Appropriations Act of 2012 and also as part of the Consolidated Appropriations Act of 2012.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kelly Van Patten, Trail Program Director, Florida Trail Association Address: 1050 NW 2 nd Street, Suite A City, State, Zip: Gainesville, FL 32601 Telephone: 518-369-9057 Email: kellyvp@floridatrail.org	Name: Janet Akerson, Administrative Director, Florida Trail Association Address: 1050 NW 2 nd Street, Suite A City, State, Zip: Gainesville, FL 32601 Telephone: 352-378-8823 Email: janetakerson@floridatrail.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Shawn Thomas, FNST Administrator, National Forests in Florida Address: 325 John Knox Road, Suite F-100 City, State, Zip: Tallahassee, FL 32303 Telephone: 850-523-8586 Email: shawn.c.thomas@usda.gov	Name: Linda Hawkins, Grants Mgmt. Spec. Region 8, Regional Office Address: 1720 Peachtree Rd., NW Ste 850S City, State, Zip: Atlanta, GA 30309 Telephone: 404-347-1756 Email: linda.hawkins@usda.gov

C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony



- convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement FTA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If FTA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds FTA has expended in violation of sections 433 and 434.
- D. 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 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.
- E. 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.
- F. 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.
- G. 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 (Washington Office). A written request will be submitted by the U.S. Forest Service, Southern Region to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service, Southern Region will notify the FTA when permission is granted.
- H. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. FTA 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 FTA hereby willingly agree(s) to assume these responsibilities.

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

- I. 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.
- J. 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, audiotope, 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. USDA is an equal opportunity provider, employer, and lender.

- K. 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.



- L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). FTA 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.
- M. 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. 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 award/agreement and 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 documents. These documents must be made available to the U.S. Forest Service upon request.
- N. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$614,355.77 are currently available for performance of this agreement through January 1, 2021. 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 FTA receives notice of availability confirmed in a written modification by the Forest Service.



O. 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.

P. 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.
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.

- Q. 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 FTA 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 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.

- R. 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.

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

- S. 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. 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.

- T. 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).

- U. 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.
- V. 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. 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.
- W. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of FTA's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- X. 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 FTA to any



interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

- Y. 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.
- Z. 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 Management 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.

AA. 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.

BB. 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.

CC. 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 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."

DD. 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 2 CFR Part 417.

EE. 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 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, 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 termination.

FF. 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.

GG. 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.

- HH. 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 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 FTA under this agreement.
- Any right of copyright to which FTA purchase(s) ownership with any Federal contributions.

- II. 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.

JJ. 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.

KK. 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.

LL. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **January 1, 2026** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

MM. 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.

ROYCE GIBSON, Executive Director
The Florida Trail Association, Inc.

Jan 19, 2021
Date

MARY MORRIS Digitally signed by MARY MORRIS
Date: 2021.02.08 09:15:23 -05'00'

KEN ARNEY, Regional Forester
U.S. Forest Service, Southern Region

Date



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

LINDA HAWKINS Digitally signed by LINDA HAWKINS
Date: 2021.01.15 12:54:07 -05'00'

LINDA HAWKINS
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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