FS Agreement No.	06-CS-11020000-021
Cooperator Tax ID No.	82-1057336
Cooperator DUNS No.	963898549

CHALLENGE COST SHARE AGREEMENT BETWEEN CONTINENTAL DIVIDE TRAIL ALLIANCE AND UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Continental Divide Trail Alliance, hereinafter referred to as CDTA and United States Department of Agriculture Forest Service, Regions 1, 2, 3, and 4, hereinafter referred to as Forest Service, under the provisions of the Department of Interior and Related Forest Service Appropriation Act of 1992, P.L. 102-154; and the National Trails System Act of 1968, as amended, P.L. 90-543 (16 U.S.C. 1241(c), 1246(h), and 1250).

A. PURPOSE:

1. To complete the CDT to connect people and communities to the Continental Divide by providing scenic, high-quality, primitive hiking and horseback riding experiences, while preserving the significant natural, historic, and cultural resources along the Trail.

2. To facilitate the coordination, development and distribution of informational, educational, and interpretive material related to the CDT.

3. To encourage volunteer involvement in the management, operation, and construction of the CDT.

4. To provide for the coordination, management, and operation of the CDT along each segment at the local level.

5. To recognize CDTA as a leading non-governmental partner in the management, coordination, and operations of the CDT.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

1. The Continental Divide National Scenic Trail is administered by the Secretary of Agriculture in consultation with the Secretary of the Interior. The Regional Forester of the Rocky Mountain Region is the lead federal official for coordinating matters concerning the study, planning, and operation of the CDT. In accordance with statutory authority, CDTA cooperates with the Forest Service, Bureau of Land Management, National Park Service, States, and other entities to implement CDT programs along the entire CDT corridor.

2. The CDTA is dedicated to preserving, improving and maintaining the CDT, and the CDTA has been established to operate as an organization composed of hiking, equestrian, and other interested organizations.

3. The Forest Service and CDTA will work collaboratively to strengthen information sharing about the CDT, build national public support for the Trail, promote networking among trail users, the CDTA, Forest Service, and other interested parties, develop

programs, and promote and develop long-term volunteerism and grassroots activism to plan, build, maintain, and manage the Trail.

4. The partnership will help instill a conservation ethic in all backcountry recreationists and develop a sense of stewardship in those users while cooperating on the construction, maintenance, and operation of the CDT. The Forest Service is dedicated to responsible management of the Nation's natural resources, including the CDT, through the involvement of concerned citizen groups.

C. FOREST SERVICE SHALL:

1. Assist the CDTA in execution of a national effort to raise awareness and build public support for the CDT.

2. Support a consistent and effective border-to-border Adopt-A-Trail volunteer program.

3. Encourage all field units to use CDTA and partnering club volunteers to scout, construct and maintain the Trail, while recognizing those volunteers and volunteer organizations with a history of developing and maintaining trails in the CDT corridor.

4. Designate local CDT coordinators to work with CDTA on CDT matters.

5. Include the CDTA in NEPA scoping for projects affecting the CDT and make reasonable attempts to notify the CDTA about these projects.

D. CDTA SHALL:

1. Work to complete the CDT by building volunteer capacity, updating and maintaining the CDT strategic plan, securing routes, working with federal land managers, and expanding youth programs.

2. Work to raise the profile of the CDT through developing and implementing marketing, education, and membership strategies.

3. Strengthen local, regional, and national alliances through education and by building relationships with key stakeholders including community organizations, state and local governments, federal land managers, other nonprofit organizations, and individuals.

4. Protect and maintain trail values by developing and implementing sustainable strategies to preserve the nature and purposes of the Trail.

5. Enter into local agreements and contracts, as appropriate and required.

6. Recognize that federal appropriations cannot be used for soliciting funds, fundraising, and lobbying.

E. THE FOREST SERVICE AND CDTA SHALL:

1. Coordinate and involve volunteers in the management, planning, and operation of the CDT, including signing, condition surveys, water development, Adopt-A-Trail program, construction, and maintenance activities.

2. Maintain and encourage responsible trail use and enjoyment, and encourage volunteer involvement in supporting the Trail along the Continental Divide throughout its 3,100 mile length.

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

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Forest Service support shall be acknowledged in **any** publications and audiovisuals developed as a result of this instrument.

2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding may reduce the debt by:

   (1) Making an administrative offset against other requests for reimbursements.
   (2) Withholding advance payments otherwise due to the cooperator.
   (3) Taking other action permitted by statue.

   Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.

3. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

4. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment and supplies approved for purchase under this instrument are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over $5,000 per unit, purchased by the recipient/cooperator using any Federal funding. Upon expiration of this instrument the recipient/cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.

5. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

6. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this 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 this agreement shall be retained for a period of 3 years.

7. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

8. NONDISCRIMINATION. The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

   "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 will at minimum include the statement, in print size no smaller than the text, that ***"This institution is an equal opportunity provider."***

9. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

10. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

11. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations and individuals.

12. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

13. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

    Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

    Excess funds shall be refunded within 60 days after the effective period.

14. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact
Greg Warren
740 Simms Street
Golden, CO 80401
Phone: 303-275-5054
FAX: 303-275-5407
E-Mail: gwarren@fs.fed.us

Cooperator Project Contact
Paula Ward
P.O. Box 628
Pine, CO 80470
Phone: 303-838-3760
FAX: 303-838-3960
E-Mail: paula@cdtrail.org, bruce@cdtrail.org

Forest Service Administrative Contact
LuAnn Waida
740 Simms Street
Golden, CO 80401
Phone: 303-275-5280
FAX: 303-275-5453
E-Mail: lwaida@fs.fed.us

Cooperator Administrative Contact
Susan Plothow
P.O. Box 628
Pine, CO 80470
Phone: 303-838-3760
FAX: 303-838-3960
E-Mail: susan@cdtrail.org

15. AVAILABILITY OF FUNDS. Funds in the amount of $ 180,000 are currently available for performance of this instrument through December 31, 2006. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond December 31, 2006, until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability by written modification by the Forest Service.

16. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal 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. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

17. DUNS NUMBER (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

18. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
    1. The payment recipient does not have an account at a financial institution.
    2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.

3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

19. PAYMENT/REIMBURSEMENT. Reimburse the cooperator for the Forest Service's proportionate share, 50 percent of actual expenses incurred, not to exceed $180,000 , reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit quarterly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Send original to:	Send copy to:
USDA Forest Service	LuAnn Waida
Albuquerque Service Center	740 Simms Street
Payments-Grants & Agreements	Golden, CO 80401
101B Sun Ave. NE	Phone: 303-275-5280
Albuquerque, NM 87109	FAX: 303-275-5453
Phone: (877) 372-7248	E-Mail: lwaida@fs.fed.us
FAX: (505) 563-7995	

20. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.

21. ALTERNATE DISPUTE RESOLUTION. 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.

22. ANNUAL OPERATING/FINANCIAL PLAN. The attached AOP/financial plan is hereby incorporated and becomes a part of this agreement.

23. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 31, 2010, at which time it will expire unless extended.

24. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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 written date below.

Tom Puchlerz Tom Puchlerz Director of Recreation, Minerals, Lands, Heritage, and Wilderness Northern Region USDA - Forest Service 1-27-06 Date	Bruce Ward Executive Director Continental Divide Trail Alliance 1/18/06 Date
Steve Sherwood Steve Sherwood Director of Recreation, Heritage, and Wilderness Resources Rocky Mountain Region USDA - Forest Service 1/19/06 Date	Paula Ward Paula Ward Executive Director Continental Divide Trail Alliance 1/18/06 Date
Judy Levin Judy Levin Director of Recreation, Heritage, and Wilderness Southwest Region USDA - Forest Service 3/13/06 Date	
Mary Wagner for Jack G. Troyer Regional Forester Intermountain Region USDA - Forest Service 2.15.06 Date	

The authority and format of this instrument has been reviewed and approved for signature.	
LuAnn Waida 1/19/06	Doris Machey 2/14/06
LuAnn Waida	DATE
FS Agreements Coordinator	

Job Code – CMTL16 0216 - $ 180,000

FOR FOREST SERVICE USE ONLY

Agreement # 06-CS-11020000-021
Spending Limit for FY 06 $ 180,000
Burden (overhead rate) 0
Job Code CMTL16 0216
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual Quarterly
Vendor ID (multiple partners?)
If Federal, Agency Location Code
Program Manager and Phone # Greg Warren, 303-275-5054
Termination Date December 31, 2010