

Colburn 6

FS Agreement Number	22-05-CS-11080300-001
Cooperator DUNS No.	
Cooperator Tax ID No.	

CHALLENGE COST-SHARE AGREEMENT
between
THE UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
and
RABUN COUNTY CHAPTER OF TROUT UNLIMITED

THIS CHALLENGE COST-SHARE AGREEMENT, is hereby made and entered into by and between Rabun County Chapter of Trout Unlimited (Challenger), hereinafter referred to as TU and Chattahoochee National Forest, U.S. Department of Agriculture Forest Service, hereinafter referred to as FS, under the provisions of the Interior and Related Agencies Act of 1992, P.L. 102-154,

I. Purpose:

The purpose of this agreement is to work cooperatively to stock areas of the West Fork Chattooga and the Chattooga River with brown and rainbow trout. The areas are designated as Wilderness and must be stocked by helicopter due to a lack of access by motorized vehicles. This agreement will cover a 5-year period with a financial plan and project work plan completed each fiscal year based on project costs and availability of funds.

II. Statement of Mutual Interests and Benefits:

The FS is a land management organization dedicated to wise management of the Nation's natural resources and is interested in providing to the public a variety of goods and services including a resource for fishing. The FS has the responsibility to manage, protect, and enhance these fisheries resources and is willing to develop projects that will assist in providing fishing in remote areas such as the West Fork Chattooga and the Chattooga River.

Trout unlimited is a non-profit organization dedicated to conserving, protecting and restoring wild trout and their watersheds in North America. They are interested in promoting and assisting the FS in projects that benefit the fisheries resource and to work cooperatively to make these opportunities available to the public.

III. TU shall:

1. Provide funds to pay for one hour of helicopter operation in fall and for one hour of helicopter operation in the spring for 5 years. The helicopter will be used to stock rainbow and/or brown trout in the west Fork Chattooga River and/or the Chattooga River in both the fall and spring of each year.
2. Make an annual advance payment of \$1,500.00 payable to the USDA Forest Service for

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FY 05 with payments for future years negotiated on an annual basis. Indirect costs will be a part of the Forest Service in-kind contribution. Note this agreement number (05-CS-11080300-001), and mail to:

**US Forest Service
Collections Officer
1755 Cleveland Highway
Gainesville, GA 30501**

3. Notify the FS five (5) days in advance of scheduled project work days if TU is unable to provide sufficient funds necessary to complete the stocking.

IV. FS shall:

1. In the fall and spring of each year, plan and schedule the stocking date, location and other details necessary to carry out the trout stocking of the West Fork Chattooga River and the Chattooga River and relay this information to Georgia Department of Natural Resources who shall supply the trout.
2. Assume responsibility for assembling all equipment and materials to the project site by the scheduled stocking day.
3. Provide technical personnel at the project site on the scheduled workday.
4. Notify the Challenger five (5) days in advance of scheduled stocking if the FS is unable to secure the helicopter, fish, personnel or other items necessary to complete the stocking.

V. It is Mutually Understood and Agreed Upon by the Parties That:

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
2. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment and supplies.
3. 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).
4. 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.

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5. 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 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.

6. 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.

7 NONDISCRIMINATION. The 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 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the 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."

8. 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.

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9. 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.

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

11. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through November 30, 2009 at which time it will expire unless extended.

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.

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

USDA Forest Service	Rabun County Chapter
Chattahoochee National Forest	Trout Unlimited
Andy Gaston, East Zone	Ray Kearns
Wildlife Biologist	President
809 Highway 441 South	P.O. Box 1694
Clayton, Ga. 30525	Clayton, Ga. 30525

15. AVAILABILITY OF FUNDS. Funds in the amount of \$1,500 are currently available for performance of this instrument through December 31, 2009. Overhead of \$288 will be included as a part of the Forest Service's in-kind contribution to the project. 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, 2009, until funds are made available to the Forest Service for performance and until the cooperator receives notice of availability by written modification by the Forest Service.

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

17. 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.

Kathleen Atkinson 11/23/04
 KATHLEEN ATKINSON Date
 Forest Supervisor
 Chattahoochee-Oconee
 USDA Forest Service

Ray Kearns 11/16/04
 RAY KEARNS Date
 TU President
 Rabun County Chapter

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

Sharon Moore 11/9/04
 SHARON A. MOORE Date

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ATTACHMENT A
ANNUAL FINANCIAL PROJECT PLAN FY 05
CHATTOOGA RIVER FALL AND SPRING HELICOPTER STOCKING

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL
SALARIES	\$ 0	\$ 0	\$ 0
TRAVEL	\$ 0	\$ 0	\$ 0
SUPPLIES	\$ 0	\$ 0	\$ 0
EQUIPMENT USE	\$ 1500	\$ 0	\$ 1500
TOTAL DIRECT COST	\$ 1500	\$ 0	\$ 1500

ADD: INDIRECT COST \$ 288 \$
 TOTAL FS CONTRIBUTION \$ 1788.00

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL
SALARIES	\$ 0	\$ 0	\$ 0
TRAVEL	\$ 0	\$ 0	\$ 0
SUPPLIES	\$ 0	\$ 0	\$ 0
EQUIPMENT USE	\$ 1500	\$ 0	\$ 1500
TOTAL DIRECT COST	\$ 1500	\$ 0	\$ 1500

ADD: INDIRECT COST \$ 0 \$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE THE CHALLENGER INCURS NO COST \$ 0
 (eg., voluntary labor)

(May be used only to satisfy matching requirement, not reimbursable)
 TOTAL CHALLENGER CONTRIBUTION \$ 1500

PROJECT TOTAL \$ 3288

Total FS Share 54 % of Project Value

Challenger Share 46 % of Project Value

1/ AMOUNT TO BE COLLECTED - Payment to the contractor for helicopter. \$1500 for two flights (1 hour each) pledged by Trout Unlimited every year through November 2009.

REIMBURSABLE OR ADVANCE COLLECTION AGREEMENT JOB CODE ASSIGNMENT

This serves as formal notification that the Albuquerque Service Center has received your signed agreement and spending is now authorized. This notice also verifies that budget authority is available.

Source: New Agreement Modification WorkPlan Recalculation of Available Amount

Type of Agreement: Advance Reimbursable Combination

Agreement Number(s)	Cooperator(s)	Total Agreement	Burden Amount	Net Available for Spending	Burden Rate	Expiration Date	Agreement Job Code Assigned*
05-CS-11080300-001	TROUT UNLIMITED	2,118.46		2,118.46	0.00%	11/30/09	0803-FS031707
In-House				0.00			
Direct Pass-Thru (if any)				0.00			
				0.00			
				0.00			
Total		2,118.46	0.00	2,118.46			

Check all that apply:

Note 1: Authorized Amount is tentative based on initial calculation of carry over balances on multi-year agreement. Updated Job Code Assignment Notification will be issued if this amount changes

Note 2: Authorized Amount for spending must be obligated by _____ (enter date) because partner funding expires.

*Update WorkPlan for dollar amounts and to include agreement job code assigned. If project supports burden, update project job code to include burden. Place amount under OTHER RESOURCE TYPE - BURDEN in WorkPlan.

**Job Code balances shall be monitored using either WorkPlan expenditure reports or RACA Fund Control Report. RACA Fund Control Report is accessible via BRIO Managerial Reports or ASC Reports Dashboard, Specialized Reports

Project Manager: ANDY GASTON Location: 8 Phone Number: 706-782-2079

RACA Processor: Date Issued: Phone Number:

HELICOPTER DAILY USE AND COST SUMMARY

(Submit To Helibase Manager At End Of Each Day's Operations)

HELIBASE: Glassy DATE: 11/9/06 HELICOPTER N #: 1062

MAKE/MODEL: Bell 206 BTII MANAGER'S NAME: Hurst

TYPE: 1 2 3 CWN CONTRACT OTHER (Specify): USFS

FLIGHT INVOICE REFERENCE NUMBER(S): _____

FLIGHT TIME (HRS)	HOURLY RATE	COSTS:
1.0	x 551.00	= TOTAL FT COST: \$ 551.00
AVAIL (HRS or DAY) *	HRLY OR DAILY RATE	+
x		= TOTAL AV COST: \$
EXTENDED PILOT STANDBY	HOURLY RATE	+
x		= TOTAL EP COST: \$
EXT. DRIVER STANDBY	HOURLY RATE	+
x		= TOTAL ET COST: \$
EXT. MECHANIC STANDBY	HOURLY RATE	+
x		= TOTAL EM COST: \$
# OF CREWMEMBERS	R.O.N. (FS) RATE/DAY	+
x		= TOTAL FS COST: \$
SERVICE TRUCK MILES	RATE/MILE	+
x		= TOTAL SM COST: \$
GALLONS FOAM CONCENTRATE USED	COST/GALLON	+
x		= TOT FOAM COST: \$
GALLONS RETARDANT USED	COST/GALLON	+
x		= TOT RET. COST: \$
SPECIAL EQUIPMENT (Radio, FLIR, Longline/Remote Hook, Agency-Supplied Fuel, etc.)		= TOTAL SPECIAL COST: \$
Fall Fish Stocking		TODAY'S TOTAL COSTS: \$ 551.00
USE: NWF03		

TOTAL PASSENGERS TRANSPORTED	TOTAL LBS CARGO DELIVERED	TOTAL GALLONS WATER	TOTAL GALLONS RETARDANT	TOTAL GALLONS FOAM
2	3350			

COMMENTS: Fall Fish Stocking Crew: Hurst³⁵⁰, Parker¹⁵⁰, Smith³⁰⁰, Tammy, Steve, Duane, Mitz, 200 300 200 \$300.00

* Do not calculate for exclusive use contracts where availability is paid from presuppression funds.