



FS Agreement No. 22-CS-11010200-006

Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
CITIZENS FOR BALANCED USE,
TRAIL RIDERS ANONYMOUS,
BOZEMAN MOUNTAINEERS,
MONTANA 4X4 ASSOCIATION,
RORY EDWARDS,
And The
USDA, FOREST SERVICE
BEAVERHEAD-DEERLODGE NATIONAL FOREST

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby entered into by and between the Citizens for Balanced Use (CBU), Trail Riders Anonymous, Bozeman Mountaineers, Montana 4x4 Association (M4x4A), Rory Edwards, hereinafter referred to as “The Cooperators,” and the United States Department of Agriculture (USDA), Forest Service, Beaverhead-Deerlodge National Forest, 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: North Meadow Trail #6340 is a popular motorized trail located on the Madison Ranger District in the Tobacco Root Mountain Range. The trail provides motorized users access to several high mountain lakes. The route is open to full size vehicles, and has become a major destination ride for full-size, off-road vehicle enthusiasts, ATV/UTV riders, and motorcyclists.

Title: North Meadow Trail #6340 Bridge Replacement

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to rebuild five trail bridges in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a land management agency dedicated to the management of National Forest System (NFS) lands for a variety of uses and activities including outdoor recreation. The U.S. Forest Service is also interested in cooperating with other parties to meet its land management goals and provide the public with opportunities for use and enjoyment of NFS lands.



CBU advocates for multiple use recreation, active forest management and responsible resource development on our federally managed public lands.

Trail Riders Anonymous is an off-roading club dedicated to supporting trail conservation and fun wheeling excursions for all.

Bozeman Mountaineer's mission is to establish and promote responsible OHV activities and functions.

M4x4A's mission is to promote responsible family recreation, cooperation, and coexistence with other users, forest & trail conservation. M4x4A assists and cooperates in fostering, stimulating, and encouraging a growing interest in the use of four-wheel-drive motor vehicles; conducts training and courses in the use of four-wheel-drive vehicles and safe handling thereof; and generally provides to the people of Montana the opportunity to take advantage of the proper use of four-wheel-drive equipment in the better enjoyment of this immense recreational area.

Rory Edward's mission is to keep trails open and accessible for all generations.

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

III. COOPERATORS SHALL:

- A. LEGAL AUTHORITY. The Cooperators 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. Perform in accordance with the attached Financial and Operating Plan, Exhibit A.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the attached Financial and Operating Plan, Exhibit A.

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.



Principal Cooperator Contacts:

<p align="center">Citizens for Balanced Use Program Contact</p>	<p align="center">Trail Riders Anonymous Contact</p>
<p>Kerry White Executive Director P.O. Box 606 Gallatin Gateway, MT 59730 406-600-4228 kerry@balanceduse.org</p>	<p>Dustin Connolly Vice President 449 West Shore Belgrade, MT 59714 406-671-9608 dconnolly@tractorandequipment.com</p>
<p align="center">Rory Edwards Program Contact</p>	<p align="center">Bozeman Mountaineers Contact</p>
<p>Rory Edwards Local landowner 8 Jeffers Road West Ennis, MT 59729 406-539-5790 rory@onxmaps.com</p>	<p>Robert Currier Club President 13740 Portnell Road Bozeman, MT 59718 406-579-9073 rjcurrier44@gmail.com</p>
<p align="center">Montana 4x4 Association Program Contact</p>	
<p>Richard Hiltz M4x4A USFS/BLM Liaison 1200 Aspen Street Helena, MT 59601 406-202-6038 richard@montanaoverland4x4adventures.org</p>	

Principal U.S. Forest Service Contacts:

<p align="center">U.S. Forest Service Program Manager Contact</p>	<p align="center">U.S. Forest Service Administrative Contact</p>
<p>Joel Sather District Recreation Staff Officer USFS, Region One 5 Forest Service Road Ennis, MT 59729 406-291-3161 joel.sather@usda.gov</p>	<p>Dan Droughton Grants Management Specialist USFS, Region One 24 Fort Missoula Road Missoula, MT 59804 406-329-1012 daniel.droughton@usda.gov</p>



- B. 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 in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement The Cooperators 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 The Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The Cooperators has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Cooperators 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 each of the Cooperators, at the addresses 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 The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of The Cooperators's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The Cooperators 's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The Cooperators 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 Beaverhead-Deerlodge National Forest to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service Beaverhead-Deerlodge National Forest will notify the The Cooperators when permission is granted.

- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The Cooperators agree(s) that any of The Cooperators' employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The Cooperators has hereby willingly agreed to assume these responsibilities.
- Further, The Cooperators shall provide any necessary training to The Cooperators' employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperators shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. 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.
- I. 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, and so forth.) 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.
- J. ELIGIBLE WORKERS. The Cooperators shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperators shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperators shall maintain current information in the System for Award Management (SAM). 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.

- L. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The Cooperators.

- M. PROGRAM MONITORING AND 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. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

The Cooperators 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 must be submitted no later than 120 days from the expiration date of the agreement.

- N. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperators shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperators 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.



- O. 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).

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

"Recreation Program of the Madison Ranger District, Beaverhead-Deerlodge National Forest of the U.S. Forest Service, Department of Agriculture"

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

- R. GOVERNMENT-FURNISHED PROPERTY. The Cooperators may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperators shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.



1. Unless otherwise provided for in the agreement, The Cooperators shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or The Cooperators is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The Cooperators' managerial personnel. The Cooperators' managerial personnel, in this provision, means The Cooperators' directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperators' business; all or substantially all of The Cooperators' operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. The Cooperators shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperators shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. The Cooperators shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, The Cooperators 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.
- S. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- T. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators 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."


- U. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The Cooperators 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 wholly or partly suspend or terminate the current agreement.
- V. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
 - 1. When the U.S. Forest Service and The Cooperators agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - 2. By 30 days written notification by The Cooperators 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 U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- W. 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.
- X. DEBARMENT AND SUSPENSION. The Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should The Cooperators 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.
- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator’s employees, and any participants and volunteers engaged on behalf of the



cooperator and U.S. 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 U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. 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 U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

- Z. 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.
- AA. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 12/31/2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- BB. 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.





 KERRY WHITE, Date: 11-5-21
 Citizens For Balanced Use

 DUSTIN CONNOLLY, Date
 Trail Riders Anonymous

 ROBERT CURRIER, Date
 Bozeman Mountaineers

 RICHARD HILTZ, Date
 MONTANA 4X4 ASSOCIATION

 RORY EDWARDS Date

 CHERI FORD, Forest Supervisor Date
 U.S. Forest Service, Beaverhead-Deerlodge National
 Forest

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

EMMA SPURLOCK Digitally signed by EMMA SPURLOCK
 Date: 2021.11.03 13:58:03 -06'00'

 EMMA SPURLOCK Date
 U.S. Forest Service Grants Management Specialist



KERRY WHITE, _____ Date
Citizens For Balanced Use

Dustin Connolly _____ *12/2/21*
DUSTIN CONNOLLY, _____ Date
Trail Riders Anonymous

ROBERT CURRIER, _____ Date
Bozeman Mountaineers

RICHARD HILTZ, _____ Date
MONTANA 4X4 ASSOCIATION

RORY EDWARDS _____ Date

CHERI FORD, Forest Supervisor _____ Date
U.S. Forest Service, Beaverhead-Deerlodge National
Forest

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

EMMA SPURLOCK Digitally signed by EMMA SPURLOCK
Date: 2021.11.03 13:58:03 -06'00'

EMMA SPURLOCK _____ Date
U.S. Forest Service Grants Management Specialist



KERRY WHITE,
Citizens For Balanced Use

Date

DUSTIN CONNOLLY,
Trail Riders Anonymous

Date

Robert Currier

Digitally signed by Robert Currier
DN: cn=Robert Currier, o=Bozeman Mountaineers, ou,
email=rjcurrier44@gmail.com, c=US
Date: 2021.11.05 09:33:45 -06'00'

ROBERT CURRIER,
Bozeman Mountaineers

Date

RICHARD HILTZ,
MONTANA 4X4 ASSOCIATION

Date

RORY EDWARDS

Date

CHERI FORD, Forest Supervisor
U.S. Forest Service, Beaverhead-Deerlodge National
Forest

Date

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

EMMA SPURLOCK

Digitally signed by EMMA SPURLOCK
Date: 2021.11.03 13:58:03 -06'00'

EMMA SPURLOCK
U.S. Forest Service Grants Management Specialist

Date



KERRY WHITE,
Citizens For Balanced Use

Date


DUSTIN CONNOLLY,
Trail Riders Anonymous

Date

ROBERT CURRIER,
Bozeman Mountaineers

Date

Richard Hiltz

 Digitally signed by Richard Hiltz
Date: 2021.11.05 16:29:26 -06'00'

RICHARD HILTZ,
MONTANA 4X4 ASSOCIATION

Date

RORY EDWARDS


Date

CHERI FORD, Forest Supervisor
U.S. Forest Service, Beaverhead-Deerlodge National
Forest

Date

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

EMMA SPURLOCK

 Digitally signed by EMMA SPURLOCK
Date: 2021.11.03 13:58:03 -06'00'

EMMA SPURLOCK
U.S. Forest Service Grants Management Specialist

Date



KERRY WHITE,
Citizens For Balanced Use

Date

DUSTIN CONNOLLY,
Trail Riders Anonymous

Date

ROBERT CURRIER,
Bozeman Mountaineers

Date

RICHARD HILTZ,
MONTANA 4X4 ASSOCIATION

Date

11/9/21

RORY EDWARDS

Date

CHERI FORD, Forest Supervisor
U.S. Forest Service, Beaverhead-Deerlodge National
Forest

Date

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

EMMA SPURLOCK Digitally signed by EMMA SPURLOCK
Date: 2021.11.03 13:58:03 -06'00'

EMMA SPURLOCK
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.

EXHIBIT A

OPERATING PLAN & FINANCIAL PLAN
Between The
CITIZENS FOR BALANCED USE,
TRAIL RIDER ANONYMOUS,
BOZEMAN MOUNTAINEERS,
MONTANA 4X4 ASSOCIATION,
RORY EDWARDS And the
USDA, FOREST SERVICE
BEAVERHEAD-DEERLODGE NATIONAL FOREST

OPERATING AND FINANCIAL PLAN

This Operating Plan is hereby made and entered into by and between the Citizens for Balanced Use, Trail Riders Anonymous, Bozeman Mountaineers, Montana 4x4 Adventures, Rory Edwards and the USDA Forest Service, Beaverhead-Deerlodge National Forest (U.S. Forest Service) as specified under the provisions of Challenge Cost Share Agreement #22-CS-11010200-006. This Operating Plan is a continuing plan for the length of the agreement.

I. Citizens for Balanced Use, Trail Riders Anonymous, Bozeman Mountaineers, Montana 4x4 Adventures, Rory Edwards shall:

A. PROJECT SCOPE OF WORK, LAYOUT AND DESIGN

1. Coordinate with the U.S. Forest Service to formulate the scope of work for trail bridge construction. Scope of work includes, but is not limited to survey, design, cost-estimating, bridge design standards, construction expectations, roles responsibilities, deliverables, and timelines.

B. PROJECT EXECUTION

1. After U.S. Forest Service approval of bridge design, coordinate with the district to assign tasks prior to the start of work parties at each bridge location.
2. Schedule work parties in coordination with the district to address potential conflict with other work/contractors in the area.
3. Coordinate construction oversight with U.S. Forest Service personnel.

C. HEAVY EQUIPMENT OPERATIONS

1. Provide property damage or loss insurance and tort liability insurance for heavy equipment operations.
2. Ensure volunteer heavy equipment operators have been properly trained and certified to operate the heavy equipment. The Beaverhead-Deerlodge National Forest does not accept liability for any volunteer heavy equipment and tools.
3. Ensure all donated and rented heavy equipment is thoroughly washed prior to mobilization to prevent the spread of weeds and invasive species.

II. U.S. Forest Service shall:

A. PROJECT LAYOUT AND DESIGN

1. Provide engineering input to ensure compatibility with U.S. Forest Service standards.
2. Provide engineered specifications/drawings for the bridges.
3. Provide a material list for the bridges.
4. Submit appropriate stream permitting application with Montana Department of Natural Resources and Conservation.

B. PROJECT EXECUTION

1. Assist cooperators with the construction, oversight, and assure appropriate standards are achieved before project completion.

III. MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Beaverhead-Deerlodge National Forest – Madison Ranger District and the Citizens for Balanced Use, Trail Riders Anonymous, Bozeman Mountaineers, Montana 4x4 Adventures, and Rory Edwards will review specifications of work prior to project commencement.

U.S. Forest Service

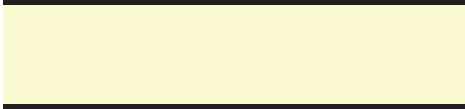
OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.: 22-11010200-006

Mod. No.:

Cooperator Agreement No.:



Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

FOREST	SERVICE CONTRI	CBU CONTRIBUTIONS		TRA CONTRIBUTIONS		Bozeman Mtnrs CONTRIBUTIONS		MT 4x4 Association CONTRIBUTIONS		Rory Edwards CONTRIBUTIONS		(g) Total
	(a)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
COST ELEMENTS	Noncash	Noncash	In-Kind	Noncash	In-Kind	Noncash	In-Kind	Noncash	In-Kind	Noncash	In-Kind	
Direct Costs												
Salaries/Labor	\$10,000.00		\$2,034.00		\$2,034.00		\$2,034.00		\$2,034.00		\$2,034.00	\$20,170.00
Travel	\$1,500.00											\$1,500.00
Equipment			\$575.00		\$500.00		\$400.00				\$2,000.00	\$3,475.00
Supplies/Materials	\$10,000.00	\$5,000.00		\$5,000.00		\$10,000.00				\$5,000.00		\$35,000.00
Printing												\$0.00
Other												\$0.00
Other												\$0.00
Subtotal	\$21,500.00	\$5,000.00	\$2,609.00	\$5,000.00	\$2,534.00	\$10,000.00	\$2,434.00	\$0.00	\$2,034.00	\$5,000.00	\$4,034.00	\$60,145.00
Coop Indirect Costs												\$0.00
FS Overhead Costs												\$0.00
Total	\$21,500.00	\$5,000.00	\$2,609.00	\$5,000.00	\$2,534.00	\$10,000.00	\$2,434.00	\$0.00	\$2,034.00	\$5,000.00	\$4,034.00	\$60,145.00
Total Project Value:												\$60,145.00

Matching Costs Determination
Total Forest Service Share = (a+b) ÷ (g) = (h)
Total Cooperator Share (c+d+e+f) ÷ (g) = (i)
Total (h+i) = (j)

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Forest Service Noncash Contribution	Column (a) USFS will contribute personnel time for project coordination and implementation. USFS will contribute vehicle cost and mileage for project implementation. USFS may contribute some bridge materials from attached material supply list.
Forest Service Cash to Cooperator	Column (b)
Cooperator Noncash Contribution	Column (c) CBU will contribute \$5,000 dollars worth of bridge materials. See attached material list.
Cooperator Third Party In-Kind Contribution	Column (d) CBU will contribute equipment (trucks/jeeps) to assist with delivery of bridge material to the bridge locations. In addition CBU will provide Volunteer assistance for the bridge construction.

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Column (e) TRA will contribute \$5,000 dollars worth of bridge materials. See attached material list.
Cooperator
Noncash Contribution

Column (f) TRA will contribute equipment (trucks/jeeps) to assist with delivery of bridge material to the bridge locations. In addition TRA will provide Volunteer assistance for the bridge construction.
Cooperator
Third Party
In-Kind
Contribution

Column (g) Bozeman Mountaineers will contribute \$10,000 dollars worth of bridge materials. See attached material list.
Cooperator
Noncash Contribution

Column (h) Bozeman Mountaineers will contribute equipment (trucks/jeeps) to assist with delivery of bridge material to the bridge locations. In addition Bozeman Mountaineers will provide Volunteer assistance for the bridge construction.
Cooperator
Fourth
In-Kind
Contribution

Column (i)
Cooperator
Noncash Contribution

Column (j) Montana 4x4 Association will provide Volunteer assistance for the bridge construction.
Cooperator
Fifth
In-Kind
Contribution

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Column (k) | Rory Edwards will contribute \$5,000 dollars worth of bridge materials. See attached material list.
Cooperator
Noncash Contribution

Column (l) | Rory Edwards will contribute heavy equipment equipment (mini excavator) to assist with bridge construction. In addition Rory Edwards will provide Volunteer assistance for the bridge construction
Cooperator
Sixth
In-Kind
Contribution

North Meadow Trail #6340 Bridge Materials List

Material List:

Timber

Stringers - (6) 14 in dia. @ midspan X 30 ft – standing dead with no decay. Logs are to be peeled and treated at both ends.

Sills – (2) 12 in x 12 in x 12 ft – treated

Backwall – (4) 3 in x 12 in x 14 ft – treated

Deck – (32) 4 in x 12 in x 12 ft – untreated – (30 if full size)

Running planks – (20) 2 in x 12 in x 16 ft – untreated

Curbs – (4) 8 in x 8 in x 16 ft – untreated

Curb blocks – (10) 8 in x 8 in x 2 ft – untreated

Bottom board – (4) 3 in x 8 in x 16 ft – untreated

Hardware

Pins – (12) #6 rebar x 20 in

Deck – (186) 10 in ring shank spikes or SDS deck screws

Running planks – (200+) 5 in ring shank nails or deck screws (screws are better)

Curbs – (80) ¾ in x 24 in carriage bolts or dome head bolts with washers and nuts

Signage

(4) Type 3 Object Markers with posts

Log treatment

Copper Naphthenate