

CHALLENGE COST SHARE AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA & CITY OF SANTA BARBARA
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LOS PADRES NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the United States Department of Agriculture Forest Service, Los Padres N.F., hereinafter referred to as Forest Service, the County of Santa Barbara, hereinafter referred to as County and the City of Santa Barbara, hereinafter referred to as City, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154.

A. PURPOSE:

The purpose of this Agreement is to establish a partnership between the National Forest, County and City for the purposes of implementing the 2008 Front Country Trails Management Recommendations of the Front Country Trails Multi-Jurisdictional Task Force (Task Force). The Task Force was formed in 2006 for the purpose of developing recommendations to foster comprehensive and coordinated management of the Front Country Trails (FCT). The Task Force approved the FCT Management Recommendations in February 2008. The recommendations were subsequently accepted by the Forest Supervisor, City Council and County Board of Supervisors in May 2008. The FCT Management Recommendations are hereby incorporated and become a part of this agreement. This Agreement establishes the intent and expectations of the partnership, respective agency roles and responsibilities, funding commitments, and the planning/decision making framework.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Located within the front range of the Santa Ynez Mountains, the Santa Barbara Front Country Trails (FCT) include: Arroyo Burro, Jesusita, Tunnel, Rattlesnake, West Fork Cold Springs, East Fork Cold Springs, San Ysidro, and Romero Canyon. Largely within the Los Padres National Forest, the FCT provide over 30 miles of trails for equestrians, hikers, trail runners, and mountain bikers. Multi-agency management of the FCT by the National Forest, County and City will result in the efficient and cooperative management of the FCT, standardize procedures and practices, promote cooperation from trails users and ensure that the FCT can continue to be enjoyed by Santa Barbara residents and visitors.

C. ALL PARTIES SHALL:

1. Commit the respective resources, staff, equipment and facilities assigned to the FCT system to the common protection of all resources contained within the FCT System as well as for the appropriate enjoyment and appreciation of the same by the public, across governmental jurisdictions.
2. Commit to develop cooperative procedures and practices that establish trail use standards for general public use and for those uses that require permits.
3. Designate a staff liaison for purposes of discussing and resolving coordination matters. Agency heads will resolve substantive issues, including issues not resolved at the liaison level. Liaisons will meet on a quarterly basis to discuss and resolve coordination matters.
4. Develop and employ, to the extent practicable, operating procedures and standards to ensure joint accomplishments of FCT management activities, which may include but not be limited to: administration, public information, signage, interpretation and publications, resource management, maintenance, design and construction, planning, and the development of policies, as outlined in the Front County Trail Management Recommendations.
5. Produce, review and approve a FCT management strategy and funding plan to communicate a long-term vision, goals and objectives; trails planning, management, and project priorities; and establish an annual operating and capital project budget.
6. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies. An annual work plan and year-end report will be submitted to the Forest Supervisor, Santa Barbara County Board of Supervisors and the Santa Barbara City Council at the beginning of each calendar year.
7. Establish mechanisms to allow the transfer of funds between agencies for specific purposes.
8. Work cooperatively to establish an inter-agency FCT Coordinator staff position. The Coordinator would be responsible for the implementation of the FCT Strategy and funding plan, grant writing, education and outreach, and coordination with trail user groups and volunteers. All three agencies would fund the position under the authority of this agreement.
9. Continue to manage their respective trails on their lands or easements using agency employees, volunteer organizations and groups as necessary.
10. Coordinate with each agency when one party is authorizing a permitted activity that proposes to use a segment of trail managed by the cooperators.

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

1. ALL THREE AGENCIES ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. All three agencies' 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 statute.

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. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies). Any tools, equipment, or other property supplied by the Forest Service, County or City shall remain the respective property of the Forest Service, County or City.

5. 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.

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. 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.

8. 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).

9. 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."***

10. 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration with 60 days notice to all parties.

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.

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

Forest Service Project Contact
Bruce Emmens
Public Use & Facilities Staff Officer
Los Padres National Forest
6755 Hollister Ave.
Suite 150
Goleta, CA 93117
Phone: 805-961-5734
FAX: 805-961-5729
E-Mail: bemmens@fs.fed.us

Cooperator Project Contact
Jill Zachary, Assistant Parks and
Recreation Director
City of Santa Barbara
620 Laguna Street
Santa Barbara, CA 93101
Phone: 805-564-5437
FAX: 805-564-5480
E-Mail: jzachary@santabarbaraca.gov

Cooperator Project Contact
Erik Axelson, Deputy Director
Santa Barbara County Parks
610 Mission Canyon Road
Santa Barbara CA 93105
Phone: 805-681-5651
FAX: 805-681-5657
E-Mail: axelson@co.santa-barbara.ca.us

FS Agreement No. _____ 06-CS-1102
Cooperator Tax ID No. _____
Cooperator DUNS No. _____
Cooperator Agreement No. _____
3/24/2009

Forest Service Administrative Contact
Bonnie Harris
Grants and Agreements Specialist
701 N. Santa Anita Ave.
Arcadia, CA 91006

Phone: 626-574-5246
FAX: 626-574-5363
E-Mail: bharris@fs.fed.us

Cooperator Administrative Contact
Scott McGregor
Business Manager
City of Santa Barbara, Parks and
Recreation Department
620 Laguna Street
Santa Barbara, CA 93101
Phone: 805-897-2657
FAX: 805-564-5480
E-Mail:
smcgregor@santabarbaraca.gov

Cooperator Administrative Contact
Michael Gibson
Business Manager
Santa Barbara County Parks
610 Mission Canyon Road
Santa Barbara CA 93105
Phone: 805-568-2477
FAX: 805-568-2459
E-Mail: mgibson@co.santa-barbara.ca.us

16.AVAILABILITY OF FUNDS. Funds in the amount of \$10,000 are currently available for performance of this instrument through 09/30/09. 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 09/30/09, 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.

17.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.

18. PUBLICATION SALE. The cooperator may sell any publication resulting from the project. The publication may initially be sold at fair market value that is defined in this instrument to cover costs of development, production, marketing, and distribution. After the

costs of development and production have been recovered, fair market value is defined in this instrument to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contributions to the total costs of the project.

19. 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.

20. 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.

21. PAYMENT/REIMBURSEMENT. 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:
USDA Forest Service
Albuquerque Service Center
Payments-Grants & Agreements
101B Sun Ave. NE
Albuquerque, NM 87109
Phone: (877) 372-7248
FAX: (877) 687-4894

Send copy to:
Bruce Emmens
USDA Forest Service
Los Padres National Forest
6755 Hollister Ave., Suite 150
Goleta, CA 93117
Phone: 805-961-5734
E-Mail: bemmens@fs.fed.us

22. 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.

23. 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.

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

25. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through 09/30/2013 at which time it will expire unless extended.

26. 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.

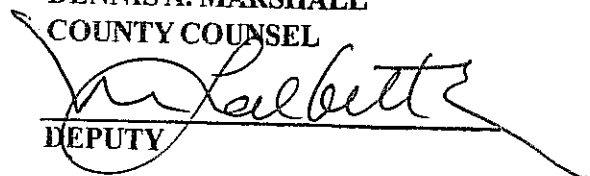
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

DANIEL C. HERNANDEZ DATE
Director of Parks
County of Santa Barbara

PEGGY HERNANDEZ DATE
Forest Supervisor
Los Padres National Forest

APPROVED AS TO FORM:

Nancy L. Rapp DATE
Parks and Recreation Director
City of Santa Barbara

DENNIS A. MARSHALL
COUNTY COUNSEL

DEPUTY

FS Agreement No. 06-CS-1102
Cooperator Tax ID No. _____
Cooperator DUNS No. _____
Cooperator Agreement No. _____
3/24/2009

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

DATE
FS Agreements Coordinator

FOR FOREST SERVICE USE ONLY

Agreement # 05-CS-1102
Spending Limit for FY 05
Burden (overhead rate)
Job Code
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual)
Vendor ID (multiple partners?)
If Federal, Agency Location Code
Program Manager and Phone #
Termination Date