



FS Agreement No. 19-CS-11030408-025

Cooperator Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE AGREEMENT  
Between The  
CITY OF FLAGSTAFF  
And The  
USDA, FOREST SERVICE  
COCONINO NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as “The City,” and the USDA, Forest Service, Coconino 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: The U.S. Forest Service and The City agreed to work together to proactively improve the health and resiliency of forests and watersheds critical for providing and delivering water to The City and its customers, protect The City from flooding and sedimentation, protect public safety, and provide for the economic vitality of The City and surrounding areas. The U.S. Forest Service and The City agreed to develop and prioritize joint projects in the Dry Lake Hills portion of the Rio de Flag Watershed and the entirety of the Lake Mary Watershed. This project is known as the Flagstaff Watershed Protection Project.

Title: Flagstaff Watershed Protection Project, Phase II - Midway Project

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to continue to support the Flagstaff Watershed Protection Project (FWPP) by implementing activities to reduce fuel loading, address safety concerns presented by hazard trees, and return trail conditions to U.S. Forest Service standards following FWPP activities in the Dry Lake Hills, Mount Elden portion of the FWPP footprint (see Project Area Map, Attachment A). Agreement activities will be accomplished as per the individual sections of the detailed Statement of Work (Attachment B), which includes, but is not limited to, the following: relocating the remaining slash piles in the landings to an agreed upon location or incinerating the slash and relocating any remaining log decks to an agreed upon location on-forest. Additional activities will include hazard tree falling along the Elden Lookout road and relocation of the felled trees. All log decks identified at the designated staging area will be processed as firewood and left onsite. Post-logging trail reconstruction and maintenance will also occur on designated trails to return the trails to U.S. Forest Service standards and protect them from further erosion. This agreement does not authorize the removal of forest product from National Forest System (NFS) lands.



This agreement authorizes the City to implement these activities on NFS lands via the use of qualified, professional contractors. The City is responsible for the daily administration of any contract; the U.S. Forest Service is responsible for daily oversight of the City's fulfillment of agreement tasks. All project work will occur on the Flagstaff Ranger District in accordance with the following provisions and the hereby incorporated Statement of Work and Financial Plan, attached as Attachments B and C, respectively.

## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service administers more than 1.8 million acres of NFS lands in northern Arizona within the Coconino National Forest. Nearly all of these lands are within watersheds that contribute to public water supplies and impact public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting the City from flooding and sedimentation, increasing public safety, and providing high quality water for municipal use. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to, "secure favorable conditions of water flows."

The City serves high quality water via its Water Utility and promotes its efficient use to thousands of City residents and businesses, as well as millions of visitors each year. The City's Water Utility is funded by water rates, tap fees, and grants. In addition, The City funds a Wildland Fire Management organization within The City's Fire Department to manage City forested lands, contribute to the protection and management of those lands, and contribute to the fire and land management activities on federal and non-federal lands as appropriate and requested.

This project will be mutually beneficial for the parties. The "midway" activities achieved via this agreement will continue to reduce hazards to the watersheds surrounding Flagstaff and will restore resource conditions negatively impacted by the implementation of earlier FWPP project activities.

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

## III. THE CITY SHALL:

- A. **LEGAL AUTHORITY.** The City 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. Designate a qualified program manager that will consistently communicate with the designated U.S. Forest Service program manager on all issues related to the timely and successful achievement of agreement activities. If issues arise on-site when The City program manager is not present, The City will respond as soon as possible to the U.S. Forest Service program manager's in-person, telephone, or email communications.



- C. Collaborate with the U.S. Forest Service in the preparation of a mutually acceptable, detailed work plan in compliance with U.S. Forest Service direction as well as the provisions of this agreement. All project work activities are described in individual sections of the detailed Statement of Work (#1-6; Attachment B).
- D. Meet with the U.S. Forest Service program manager prior to beginning work to discuss project work, necessary tools, project locations, and safety specifications and requirements.
- E. Provide quality control for all work done by its personnel and/or contractors and adhere to all U.S. Forest Service direction and project specifications outlined in that meeting, on-site, and in the detailed Statement of Work (#1-6; Attachment B). The City's progress on agreement activities will be monitored by the U.S. Forest Service.
- F. Ensure project work is done within U.S. Forest Service regulations, standards, and specifications, to include project specifications as outlined in the relevant section of the detailed Statement of Work (Attachment B). Note the below list of project work is not in order of implementation; implementation schedule will be mutually agreed to by the parties prior to undertaking any work:
1. **#1: Slash relocation** and/or disposal via Air Curtain burner or similar incineration systems. Slash may also be processed into chips/shred and relocated to the staging area on Shultz Pass Road.
  2. **#2: Log Deck Relocation** to the staging area located on the Shultz Pass Road.
  3. **#3: Hazard Tree Removal** on the Elden Lookout Road and relocation to the staging area on Shultz Pass Road.
  4. **#4: Firewood Processing** of approved logs at the Shultz Pass staging area.
  5. **#5: Road Maintenance**, project restrictions and Emergency Fire Precautions.
  6. **#6: Forest System Trail Rehabilitation, Maintenance, and Repair:** clearing, re-establishing of trail heads and water control systems reinforcement.
- G. Provide weekly status updates on project work to the U.S. Forest Service project manager when work is ongoing. The City will provide this information proactively. The U.S. Forest Service project manager will contact the City as needed for more information.
- H. Ensure the U.S. Forest Service is immediately informed of any hazards or concerns related to project work or site.
- I. Provide no less than a twenty (20.00) percent match of the total value of the project as shown in the Financial Plan (Attachment C). The City may satisfy the matching requirement by providing non-cash contributions (cash, real or personal property, services), and/or in-kind contributions, such as volunteer labor.



- J. Perform in accordance with attached Financial Plan (Attachment C).

#### IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse The City for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$700,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of The City's monthly invoice. Each invoice from The City must display the total project costs for the billing period, separated by U.S. Forest Service and The City 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 The City'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. The City 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 The City 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](mailto: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: U.S. Forest Service Program Manager and Administrative Contacts.

- B. Designate a U.S. Forest Service program manager that will consistently communicate with the designated City program manager on all issues related to the timely and successful achievement of agreement activities.



- C. Collaborate with The City in the preparation of a mutually acceptable, detailed work plan in compliance with U.S. Forest Service direction as well as the provisions of this agreement.
- D. Meet with The City program manager prior to beginning work to discuss project work, necessary tools, project locations, and safety specifications and requirements. Provide logistical needs (access, location maps, and Travel Management Rule guidance) necessary to complete project work.
- E. Provide as needed, but no less than weekly, on-site monitoring and oversight of project progress completed by The City (and/or its contractors). If issues arise on-site with City or City contractor activities, the U.S. Forest Service program manager will notify the City immediately.
- F. Contact The City as needed to receive status updates on City-implemented project work from The City program manager when work is ongoing.
- G. Communicate to The City the importance of safely accomplishing the project work, including wearing appropriate personal protective equipment (PPE) while in the field. Respond appropriately to any notification from The City regarding any hazards or concerns related to project work or site.
- H. Perform in accordance with Financial Plan (Attachment C).

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Paul Summerfelt, Wildland Fire Mgmt. Officer City of Flagstaff 211 W. Aspen Flagstaff, AZ 86001 Phone: 928-213-2509 FAX: 928-213-2599 Email: <a href="mailto:psummerfelt@flagstaffaz.gov">psummerfelt@flagstaffaz.gov</a>	Stacey Brechler-Knaggs, Grants and Contracts Mgr. City of Flagstaff 211 W. Aspen Flagstaff, AZ 86001 Phone: 928-213-2227 FAX: 928-779-7656 Email: <a href="mailto:sknaggs@flagstaffaz.gov">sknaggs@flagstaffaz.gov</a>



**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jake Dahlin, FWPP Project Manager Coconino National Forest, Flagstaff RD 4373 S. Lake Mary Rd Flagstaff, AZ 86005 Phone: 928-928-2424 FAX: 928-527-8288 Email: <a href="mailto:Jacob.Dahlin@usda.gov">Jacob.Dahlin@usda.gov</a>	Emily Stoddard, Grants Mgmt. Specialist Southwestern Region, Acquisition Management 333 Broadway Blvd. SE Albuquerque, NM 87102 Phone: 928-527-3477 FAX: 928-527-3620 Email: <a href="mailto:emily.stoddard@usda.gov">emily.stoddard@usda.gov</a>

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 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 The City 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 debaring 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 City fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The City 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 City 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 The City, 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.



- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities, and does not by direct reference or implication convey The City's endorsement of the U.S. Forest Service's products or activities.
- F. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for The City 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, Coconino 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, Coconino National Forest will notify The City when permission is granted.
- G. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** The City 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 The City hereby willingly agree(s) to assume these responsibilities.
- Further, The City shall provide any necessary training to The City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City 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.** 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- J. ELIGIBLE WORKERS. The City 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 City 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 City 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](http://www.sam.gov).
- L. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

The City 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**

The City 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**



The City shall maintain effective control over and accountability for all U.S. Forest Service funds. The City 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

The City 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.

M. 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.

N. OVERPAYMENT. Any funds paid to The City 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 The City 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 The City.
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.

- O. 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 The City 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 The City.

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.

- P. 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.

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



- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City 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 City 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.

- R. 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).

- S. 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.
- T. 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 City is 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:

"The Coconino National Forest of the U.S. Forest Service, U.S. Department of Agriculture and the City of Flagstaff are working together to improve watershed



conditions and protect the water supply for the City of Flagstaff residents, businesses, and visitors by..."

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

- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of The City'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.
  
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following The City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
  
- W. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City 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 City 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 City 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 The City's managerial personnel. The City's managerial personnel, in this clause, means The City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The City's business; all or substantially all of The City's operation at any one plant or separate location; or a separate and complete major industrial operation.



2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City 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 City 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 City 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.
- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the City's employees, and any participants and volunteers engaged on behalf of The City 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 Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The City is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and The City 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 City's employees, and any volunteers and participants engaged on behalf of The City and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The City 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 The City 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 The City'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.

AA. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and The City 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 City 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, The City 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 The City for the United States Federal share of the non-cancelable obligations properly incurred by The City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

BB. 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.

CC. DEBARMENT AND SUSPENSION. The City 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 City 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.

DD. 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.
- EE. 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 60 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.
- FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2022, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



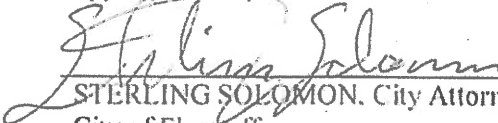
GG. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.


  
\_\_\_\_\_  
GREG CLIFTON, City Manager  
City of Flagstaff  
9/24/19  
Date

Attest:

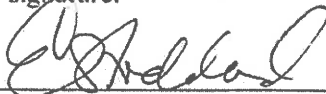
  
\_\_\_\_\_  
STACEY SALTZBURG, City Clerk  
City of Flagstaff  
9/24/19  
Date

Approved as to form:

  
\_\_\_\_\_  
STERLING SOLOMON, City Attorney  
City of Flagstaff  
9-24-19  
Date

  
\_\_\_\_\_  
LAURA JO WEST, Forest Supervisor  
U.S. Forest Service, Coconino National Forest  
9-25-19  
Date

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

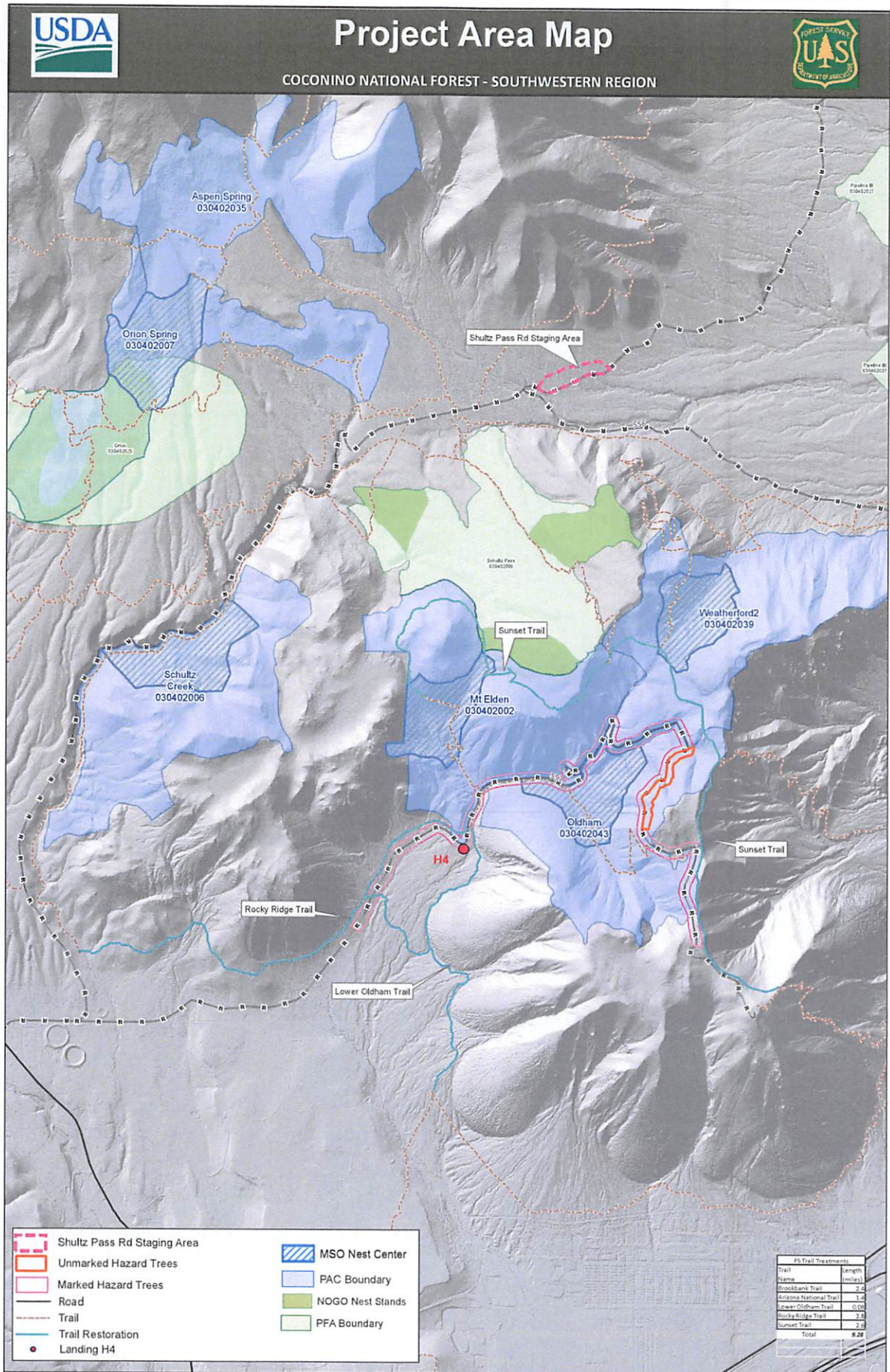
  
\_\_\_\_\_  
EMILY STODDARD  
U.S. Forest Service Grants Management Specialist  
9/24/2019  
Date

**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.



This product is reproduced from geospatial information prepared by the Coconino National Forest. Geospatial information and GIS product accuracy may vary. Using GIS products for purposes other than those for which they were created may yield inaccurate or misleading results. Coconino National Forest reserves the right to correct, update, modify or replace GIS products without notification.



## **Statement of Work #1: Slash Relocation**

**Activity:** Slash relocation and/or disposal via air curtain burner or similar incineration systems. Slash may also be processed into chips/shred and relocated to the staging area on Shultz Pass Road.

**Location:** H4 – 35 17.347°N 111 36.936°W. Shultz Pass staging area – 35 17.347°N 111.936°W

**Description:** The City shall transport slash located in the helicopter landing 4 (H4) landing to the designated staging area located on the Shultz Pass Road as seen on Project Area Map (Attachment A). This slash may also be disposed of onsite at the H4 landing via an incineration system or chipped/shred and either left on site or hauled to the staging area and piled.

**Guidelines:** All slash must be relocated to the staging area or disposed of via incineration.

The City will comply with all U.S. Forest Service regulations, policies, specifications and guidance pertaining to “administrative burning” and/or the use of the air curtain burner and/or other incineration equipment. U.S. Forest Service written guidance and procedures specific to “administrative burning” and use of the air curtain burner and/or other incineration equipment are forthcoming and will be reviewed and mutually agreed upon by the parties prior to any “administrative burning” and/or any use of said equipment on NFS lands. The City will adhere to verbal U.S. Forest Service guidance in addition to the afore-mentioned regulations, policies, specifications, guidance, and forthcoming written guidance and procedures. As necessary, specifications, guidance, and procedures will be adjusted to account for on-the-ground experience with “administrative burning” and/or use of the air curtain burner or other incineration equipment.

Processing and relocating of chips/shred to the staging area may be allowed IF agreed upon by the U.S. Forest Service representative.

Processing, piling and residing onsite of slash into chips/shred may be allowed IF agreed upon by the U.S. Forest Service representative.

Slash or chips/shred must be piled in a manner that does not prohibit the work of any other activities and is in an organized manner.

ALL slash/chips/shred piles shall be located at an agreed upon location with the U.S. Forest Service representative.

Slash/chips/shred piles may be spread throughout the area to allow for ensuing activities.

Slash/chips/shred shall be completely suspended from the ground when transported from the landing to staging area.

Slash/chips/shred piles shall not exceed thirty (30.00) feet in height unless otherwise agreed upon in writing with U.S. Forest Service representative.

Slash/chips/shred piles shall not be stacked against the bole of residual trees, against rock outcrops or existing downed logs.

Loading and offloading procedures shall not contribute to any excessive traffic congestion or stoppages.

All driving, loading, processing, burning and unloading practices should be in a manner that causes the least amount of resource damage. Any damage that occurs because of The City's negligence that is outside normal practices will be at The City's expense. The U.S. Forest Service representative will determine those activities "outside of normal practices."

The relocation or disposal of any other slash piles within the FWPP footprint may be allowed IF agreed upon by a U.S. Forest Service representative.

The City will provide a Fire Prevention and Control Plan.

The City is required to provide applicable signs and safety notices to the public.

All activities must comply with any restrictions or precautions found in Statement of Work #5.

**Road Maintenance:** Road maintenance may be required for these activities and those specifications can be found in Statement of Work #5.

## **Statement of Work #2: Log Deck Relocation**

**Activity:** Log Deck Relocation to the staging area located on the Shultz Pass Road.

**Location:** Log deck is located at H4 - 35 15.196'N 111 37.510'W. Shultz Pass Staging area – 35 17.347'N 111.936'W

**Description:** There are several small log decks located in the helicopter landing 4 (H4) at the base of the Mount Elden Lookout Road. These decks range in size and species composition. The objective of this activity is to relocate all decked timber to the staging area located on the Shultz Pass Road. See Project Area Map (Attachment A) for locations and routes.

**Guidelines:** The City shall transport processed logs located in these decks to the designated staging area located on the Shultz pass road as seen on Project Area Map (Attachment A).

Decks are to be sorted into two categories. Logs larger than nine (9.00) inches in a single deck and logs smaller than nine inches (9.00) in another.

Logs shall be fully secured when transported and shall be completely suspended from the ground when transported from landing to staging area.

One end of each log that is transported shall be painted and the color shall be agreed upon by The City and U.S. Forest Service representative.

Log decks shall be built within the designated and agreed upon location.

Log decks shall be constructed in a stable manner that will resist collapse.

Log decks shall not exceed twenty (20.00) feet in height unless otherwise agreed upon in writing with the U.S. Forest Service representative.

Decked material shall not be stacked against the bole of residual trees, against rock outcrops or existing downed logs.

Loading and offloading procedures shall not contribute to any excessive traffic congestion or stoppages.

All cutting, driving, loading, hauling and unloading practices should be in a manner that cause the least amount of resource damage. Any damage that occurs because of The City's negligence that is outside normal practices will be at The City's expense. The U.S. Forest Service representative will determine those activities "outside of normal practices."

The City is required to provide applicable signs and safety notices to the public.

All activities must comply with any restrictions or precaution found in Statement of Work #5.

The relocation of additional log decks is allowed if agreed upon by The City and the U.S. Forest Service.

**Road Maintenance:** Road maintenance may be required for these activities and those specifications can be found in Statement of Work #5.

### **Statement of Work #3: Hazard Tree Removal**

**Activity:** Hazard tree removal on the Elden Lookout Road and relocation to the staging area on Shultz Pass Road.

**Location:** Hazard trees will be removed along both sides of the Elden Lookout Road starting at the U.S. Forest Service gate. See Project Area Map 1 for details. An additional map will be provided with GPS locations of hazard trees.

Shultz Pass Staging area – 35 17.347°N 111.936°W

**Description:** There is a substantial amount of Hazard Trees that are to be removed along the Elden Lookout Road. All trees within one hundred feet on each side of the road will be evaluated by U.S. Forest Service personnel. Trees that meet standards as “Hazard trees” will be mapped using a GPS unit and marked by U.S. Forest Service personnel. Maps and data will be provided for the location and removal of these trees. Trees that are felled are to be limbed and either chipped or hauled to the staging area located on Shultz Pass Road.

**Guidelines:** Maps and data of tree locations will be provided by U.S. Forest Service.

All trees marked in Blue Tracer paint are to be removed.

Felled trees are to be limbed and hauled to the staging area. Limbs/wood may be chipped and broadcasted back into the forest or piled IF agreed upon by a U.S. Forest Service representative.

All trees larger than eight (8.00) inches must be hauled to the staging area located on the Shultz Pass Road. Logs as small as five (5.00) inches may be brought to the staging area if The City desires.

Stumps must be no higher than six (6.00) inches or as short as surroundings allow.

All trees that can “reasonably” be removed from the forest and processed must be. Due to extreme slopes, rocks, etc., it is understood that not all trees can be removed. These trees are to be agreed upon by a U.S. Forest Service representative.

In the case where a tree cannot be removed, all limbs must be removed and scattered, and the tree must be bucked up to reasonable lengths.

Slash shall not exceed twenty-four (24.00) inches in height.

Emphasis on safe bucking lengths and locations shall be taken as to prevent anything from rolling down hills or cause other safety hazards.

Trees along the sides of the road that have been marked in Blue Tracer paint but have already fallen shall be removed and must follow all previously mentioned specifications. Note that trees may have fallen from flooding or felled due to Museum Fire.

It is preferred that all trees be removed in “log lengths,” but it is understood that this may be difficult for a variety of reason. If smaller lengths are desired, this must be agreed to by U.S. Forest Service representative as well as the location of the piling of these smaller logs.

Logs shall be fully secured when transported and shall be completely suspended from the ground when transported from landing to staging area.

One end of each log that is transported shall be painted and the color shall be agreed upon by The City and U.S. Forest Service representative.

Log decks shall be built within the designated and agreed upon location.

Log decks shall be constructed in a stable manner that will resist collapse.

Log decks shall not exceed twenty (20.00) feet in height unless otherwise agreed upon in writing with U.S. Forest Service representative.

Decked material shall not be stacked against the bole of residual trees, against rock outcrops, or existing downed logs.

Loading and offloading procedures shall not contribute to any excessive traffic congestion or stoppages.

All driving, felling, chipping, loading, hauling and unloading practices should be in a manner that cause the least amount of resource damage. Any damage that occurs because of The City's negligence that is outside normal practices will be at The City's expense. The U.S. Forest Service representative will determine those activities "outside of normal practices."

The City is required to provide applicable signs and safety notices to the public.

All activities must comply with any restrictions or precautions found in Statement of Work #5.

**Road Maintenance:** Road maintenance may be required for these activities and those specifications can be found in Statement of Work #5.

### **Statement of Work #4: Firewood Processing**

**Activity:** Firewood Processing of approved logs at the Shultz Pass staging area.

**Location:** The Shultz Pass staging area is located at Shultz Pass staging area – 35 17.347’N 111.936’W. See Project Area Map.

**Description:** There will several potential log decks located at the Shultz Pass staging area that are to be processed into firewood. This process can occur in a variety of ways, but must be agreed upon by the U.S. Forest Service representative.

**Guidelines:** All processing of logs into firewood must occur within the agreed upon location.

Processed firewood must be piled in an organized manner that does not prohibit the work of any other activities.

Logs must be processed and split into traditional firewood size. This size may range from ten (10.00) to twenty (20.00) inches long, or as agreed upon with U.S. Forest Service representative prior to cutting. Wood smaller than six (6.00) inches diameter on the small end is not required to be split.

All slash/duff/bark produced because of the firewood production shall be spread out to an agreed upon depth and location with a U.S. Forest Service representative.

Firewood piles may be spread throughout the area to allow for ensuing activities.

All driving, cutting, loading, processing, and unloading practices should be in a manner that causes the least amount of resource damage. Any damage that occurs because of The City’s negligence that is outside normal practices will be at The City’s expense. The U.S. Forest Service representative will determine those activities “outside of normal practices.”

The City is required to provide applicable signs and safety notices to the public.

All activities must comply with any restrictions or precautions found in Statement of Work #5.

## **Statement of Work #5: Road Maintenance**

**Activity:** Road Maintenance

**Description:** The City shall be responsible for maintenance blading all haul routes utilized during the work described within this agreement.

**Guidelines:** Maintenance blading and associated road work will be done as follows:

Before, during and after the slash removal operations with potential for an additional maintenance during operations if the haul impact to the road is determined by the U.S. Forest Service to be significantly damaging enough to warrant it.

A single time, before and after haul operations for the deck relocation with potential for an additional maintenance during operations if the haul impact to the road is determined by the U.S. Forest Service to be significantly damaging enough to warrant it.

A single time, before and after the hazard tree removal with potential for an additional maintenance during operations if the haul impact to the road is determined by the U.S. Forest Service to be significantly damaging enough to warrant it.

Should the City determine a need to modify the existing state of any road or landing in any way they shall first notify the U.S. Forest Service at least fourteen (14.00) days in advance of any planned work. If the U.S. Forest Service determines the work is acceptable, The City shall be responsible for establishing a record of each existing proposed modification site to be verified by the U.S. Forest Service. These records will be kept with the agreement to be utilized as the benchmark to which each site will be returned to after operations.

The City shall be responsible for placing no less than four (4.00) inches of aggregate material over each articulated concrete block crossing that shall be maintained for the duration of any hauling operations that will cross over the structure.

**Restrictions:** See Project Area Map (Attachment A), for information on Wildlife Restricted areas.

TIMING OF CONTRACT OPERATIONS		
Project Area	Operation Condition	Purpose
All	No operations are allowed on holiday weekends or weekday (calendar year dependent) for the following holidays: *Memorial Day (5 PM Friday-4 PM Monday) *Fourth of July (Weekend holiday: 5 PM Friday-4PM Monday. Weekday holiday: 12PM the previous day to 4pm the following day) *Labor Day (5PM Friday- 4PM Monday).	Protect high use recreation areas.
All	No operations are allowed March 1 to August 31. These restrictions may be waived by the government starting in 2019 and may carry over through the end of 2020 breeding season.	Protection of the Mexican Spotted Owl Breeding Season Area
All	No operations are allowed March 1 to September 30. These restrictions may be waived by the government starting in 2019 and may carry over through the end of 2020 breeding season.	Protection of Northern Goshawk Post Fledgling Area.
All	U.S. Forest Service may suspend weekend operations for recreational activities and will give 2 weeks' notice prior to suspension.	Public safety for recreational activities.

**EMERGENCY FIRE PRECAUTIONS**

The City will restrict operations in accordance with the attached Emergency Fire Precaution Schedule. The City shall inform its contractor(s) of any changes in the Industrial Fire Precaution Plan. The procedure for The City to notify its contractor(s) of a change shall be stated in the required Fire Prevention and Control Plan. The City may, after consultation with the Forest Supervisor or U.S. Forest Service representative, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on Project Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

<b>EMERGENCY FIRE PRECAUTION SCHEDULE – TABLE A</b>	
<b>FIRE RESTRICTION/CLOSURE “STAGE”</b>	
<b>RESTRICTION LEVELS</b>	<b>INDUSTRIAL FIRE PRECAUTION PLAN</b>
<b>NO RESTRICTIONS</b>	<b>A</b>
<b>STAGE I</b>	<b>B</b>
<b>STAGE II</b>	<b>C</b>
<b>PARTIAL/FOREST CLOSURE*</b>	<b>D</b>
<b>RED FLAG WARNING</b>  <b>(Issued by National Weather Service)</b>	<b>D</b>

**INDUSTRIAL FIRE PRECAUTION PLAN - DESCRIPTION**

<b>Plan</b>	<b>Item</b>	<b>MST  (Mtn. Standard Time)</b>	<b>MDT  (Mtn. Daylight Time)</b>
A	Normal Fire Precautions (CT7.2) No fire guard required.		
B	Normal Fire Precautions (CT7.2) except designated areas for smoking and warming or cooking fires requires a written permit. The City will provide fire guard (CT7.21).		
C	No smoking, warming or cooking fires are permitted at any time. The City will provide fire guard (CT7.21).		
	All power saws except for chainsaws used for limbing on landings cleared to mineral soil will shut down:  Mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down:	9:00 am to 8:00 pm	10:00 am to 9:00 pm
	Shutdown all machine treatment of slash; mechanical equipment used for shearing, bunching or delimiting; skidding; cable yarding; blasting and clearing:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	Welding, metal cutting on cleared mineral soil will shut down:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	All chainsaws used for limbing on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm

	<p>Loading on landings cleared to mineral soil will shut down:</p>	<p>2:00 pm to 8:00 pm</p>	<p>3:00 pm to 9:00 pm</p>
	<p>Log hauling trucks must be to a surfaced road by:</p>	<p>2:00 pm</p>	<p>3:00 pm</p>
	<p>Logging operation may continue after:</p>	<p>8:00 pm</p>	<p>9:00 pm</p>
	<p>Operations on mineral soil involving road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue.</p>		
D	<p>Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special U.S. Forest Service permit. The City will provide fire guard (CT7.21).</p>		

## **Statement of Work #6: Forest System Trail Rehabilitation, Maintenance and Repair**

**Activity:** This project will focus on bringing the full range of existing Forest System Trails in the Flagstaff Watershed Protection Project (FWPP) Area on the Flagstaff Ranger District to meet or exceed U.S. Forest Service trail standards. Trail maintenance will include a full range of existing trail restoration activities. All work will be completed with hand crews. This work consists of restoring the original trail template (as shown on attached drawings, #6b) including clearing, removing slough and berm, borrow, filling ruts and troughs, reshaping backslopes, excavation, reshaping trail tread, restoring drainage and other trail structures, constructing check dams, and removing protruding rocks, roots, stumps, slough, and berms. Specific guidance on each element is listed below.

**Location:** All project work will occur in the FWPP Area of the Flagstaff Ranger District. **Work will be completed on the following Forest System Trails (shown on attached map, #6a) and will result in an anticipated 10 miles of maintenance and repair:**

1. Rocky Ridge Trail: **2.8 Miles**
2. Sunset Trail: **2.6 Miles**
3. Lower Oldham: **0.8 Miles**
4. Brookbank Trail (above Brookbank Meadow): **2.4 Miles**
5. Arizona National Scenic Trail: **1.4 Miles**

Project work conditions will include arduous outdoor work located on an undulating and hilly landscape, with interspersed drainages. Crews must only drive on established roads and areas designated "open" on the U.S. Forest Service Vehicle Use Map unless other permissions are granted. In many areas it may be necessary for the crews to hike to the work site as appropriate. Work areas are often remote and primitive, with terrain that may be steep and covered with boulders, rocks, and shrubs, creating difficult walking conditions on the ground. Hot or cold temperatures, rain, and mud may be encountered during the work period. Road conditions off the paved road vary and may be primitive; roads may be difficult to travel in wet weather. If road conditions deteriorate due to wet weather, the project may be postponed until conditions improve.

**Specific guidance for each element of the Forest System Trail Rehabilitation, Maintenance, and Repair work is as follows:**

1. **Slough and Berm Removal and Excess Material.** Use suitable slough and berm material within the trailway to restore the trailbed to eighteen **(18.00) inches in width**. Place all unsuitable and excess material beyond the downslope edge of the trailbed and uniformly spread to a depth not exceeding four (4.00) inches and so as not to obstruct drainage or interfere with the drainage of outsloped tread. Remove berm when daylight can be obtained within a distance of five (5.00) feet from the outslope edge of finished tread.

2. **Rock and Root Removal.** Uniformly scatter the removed rocks and roots below the trailway and distribute to ensure no blockage of watercourses or creation of a windrow. Fill holes with suitable material and compact.
3. **Reshaping and Finishing Trailbed and Backslopes.** Provide a firm and uniformly finished trailbed in accordance with cross-sections.
4. **Clearing Limits. Power saws will be permitted.** Clear to the dimensions six (6.00) feet wide and ten (10.00) feet high or twelve (12.00) inches beyond the fill and backslope catch points, whichever is greater. Remove and dispose of trees, logs, limbs, branches, brush, herbaceous plants, and other vegetation within the clearing limits. Except as provided above, cut all limbs and branches more than one-half inch in diameter that extend into the clearing limits. Cut limbs flush with the tree trunks or stems or cut at the ground surface. Fall and limb designated trees. When felling, cutting, or trimming, do not cause bark damage to standing timber. Remove and dispose of trees with major roots exposed by construction that are rendered unstable. Cut and remove all logs that extend across or into the clearing limits. The portions of cut logs that remain on the upper side of the trail shall be either firmly anchored to prevent sliding or rolling onto the trailway or moved across the trail to the lower side and scattered outside the clearing limits. Fell all trees over four (4.00) inches in diameter that are leaning into the clearing limits and that are within ten (10.00) feet above the trailbed. Stump height of leaning trees that are cut outside the clearing limits shall not exceed twelve (12.00) inches as measured on the uphill side of the stump. Disposal and payment for the leaning trees described above will be the same as for down logs and trees. Remove roots and stumps from trees within the trailway that have been uprooted.
5. Rerouting the trail around windfalls, uprooted trees, and other obstacles will not be permitted. Ramp or reroute sections of the trail tread that have been damaged by uprooted stumps as necessary to provide safe passage on the trail. Remove sticks or wood chunks exceeding two (2.00) inches in diameter and twelve (12.00) inches in length that have fallen onto the trailbed. Scatter the down trees on the lower side of the trailway outside the clearing limits. Do not place such materials in stream channels, drainage ways, ditches, culvert catch basins or other locations where they would prevent the free flow of water away from the trailbed.
6. **Trail Hazard Trees.** Remove trees and snags that are broken off or that are in a leaning, unstable position over the trailway. Cut designated danger trees so that stump heights do not exceed six (6.00) inches as measured on the uphill side of the stump. Maximum stump height of designated trees within four (4.00) feet of the trail centerline is four (4.00) inches. Do not leave felled trees parallel with the trail unless there are sufficient barriers to keep them from rolling or sliding onto the trail. Lop limbs to reduce slash concentration and scatter the clearing debris outside and below the clearing limits. If the trunk or a portion thereof, falls within the trailway, remove that portion within four (4.00) feet of either side of the trail centerline and scatter a minimum distance of four (4.00) feet beyond and below the trail centerline.

7. **Climbing Turn Maintenance.** This work consists of maintenance of climbing turns, including excavation, furnishing, hauling, and placing rock and aggregate, compacting aggregate surfacing, and associated barriers, ditches, retaining walls, and approach sections to bring the climbing turn up to good condition.
8. **Drainage.** Restore drainage dips and ditches to reestablish drainage as removing obstructions such as rocks, roots, and sticks to make ditches and culverts free draining.
9. **Rock Waterbar.** Install rock waterbars as identified. Tightly embed selected rocks into the trailbed. Place waterbar rocks with tops relatively even, with no sharp points. Use rocks with lengths greater than or equal to one and a half (1.50) times the width.
10. **Drainage Maintenance.** Where trail drainage facilities have been plugged and the water has been diverted from the intended channel, remove the debris causing the diversion and return the drainage to the channel. Divert water off and away from the trailbed. If washing or ponding of water has been or is occurring, dig a shallow ditch sloped two (2.00) percent to five (5.00) percent to the downstream side of the trail and three (3.00) inches minimum deep and twelve (12.00) inches minimum wide across the trail at the point where water enters the trail. Clean ditches to permit the free flow of water into culverts and away from the trail. Scatter all unusable or unneeded material that is cleared from the drainage structures three (3.00) feet or more beyond and below the trail or drainage facility and out of water courses. Clean the upgrade side of all existing waterbars and maintain them. Use and compact suitable material removed from the upgrade side of all waterbars to bring the trail tread flush with the top of those waterbars on the downgrade side. Remove all debris from the lead-off area of all waterbars that restricts the free flow of water away from the trail. Firmly embed replacement rocks for rock waterbars into the trailbed and fit the rocks together. Make the tops of the rocks even, with no sharp points. Peel native replacement logs before using them. Anchor stakes tightly in the ground without splits and nail tightly to the log.

The City will administer and oversee implementation of all work and all actions of its personnel and contractors.

The City will be responsible for ensuring appropriate transport of its employees and/or contractors to and from work sites.

The City and/or its contractors may spike camp at pre-designated location(s) on National Forest System (NFS) lands within the Flagstaff Ranger District only if mutually agreed to by The City and the U.S. Forest Service prior to setting up camp.

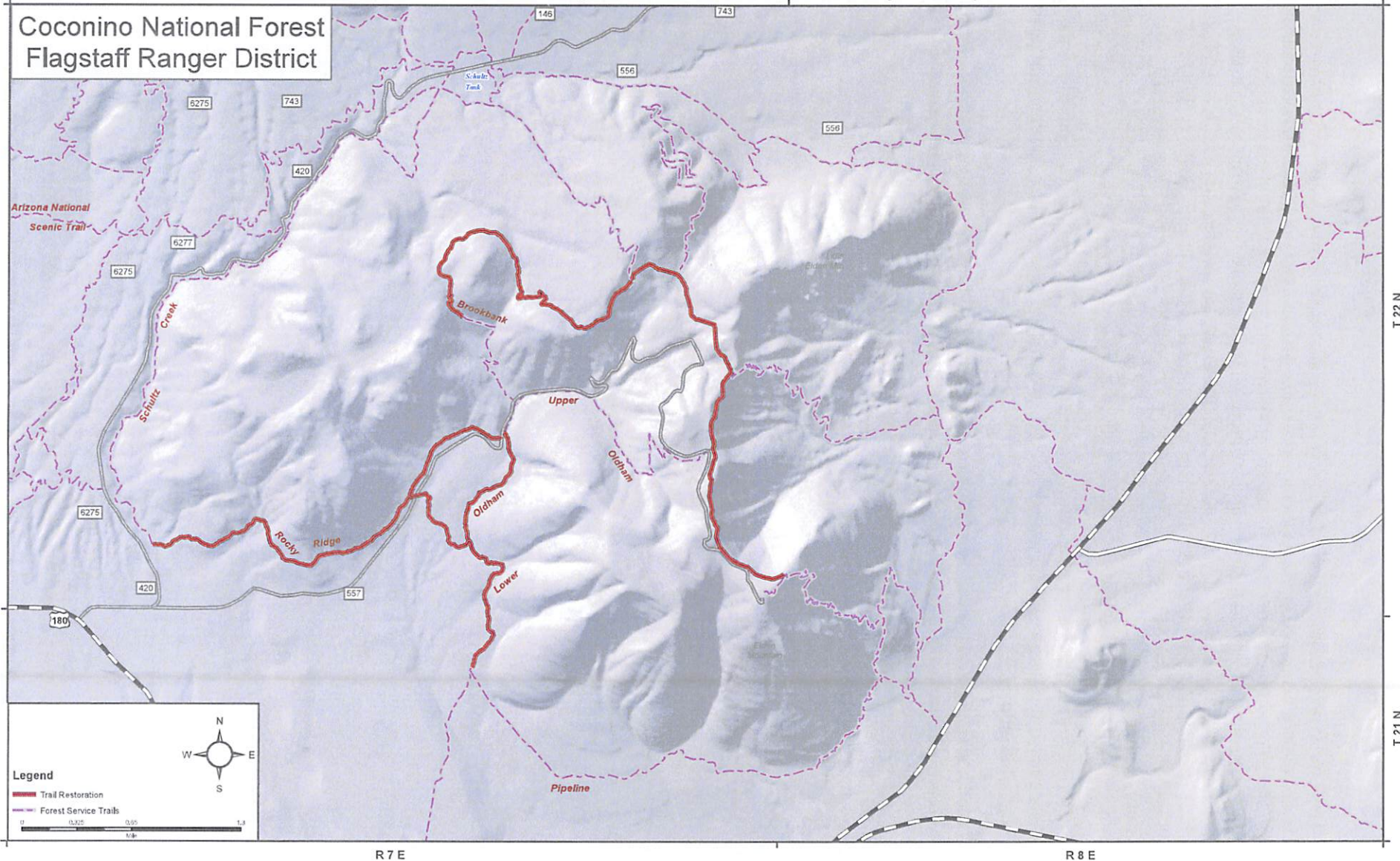
In order to allow the U.S. Forest Service to effectively respond to forest user and public comments about work ongoing in the project area, The City will ensure its personnel and/or contractors wear identifiable uniforms while working in areas open to the public. It is likely there will be U.S. Forest Service personnel, volunteers, and/or partners working in/around this same area while The City and/or its contractors are on-site.

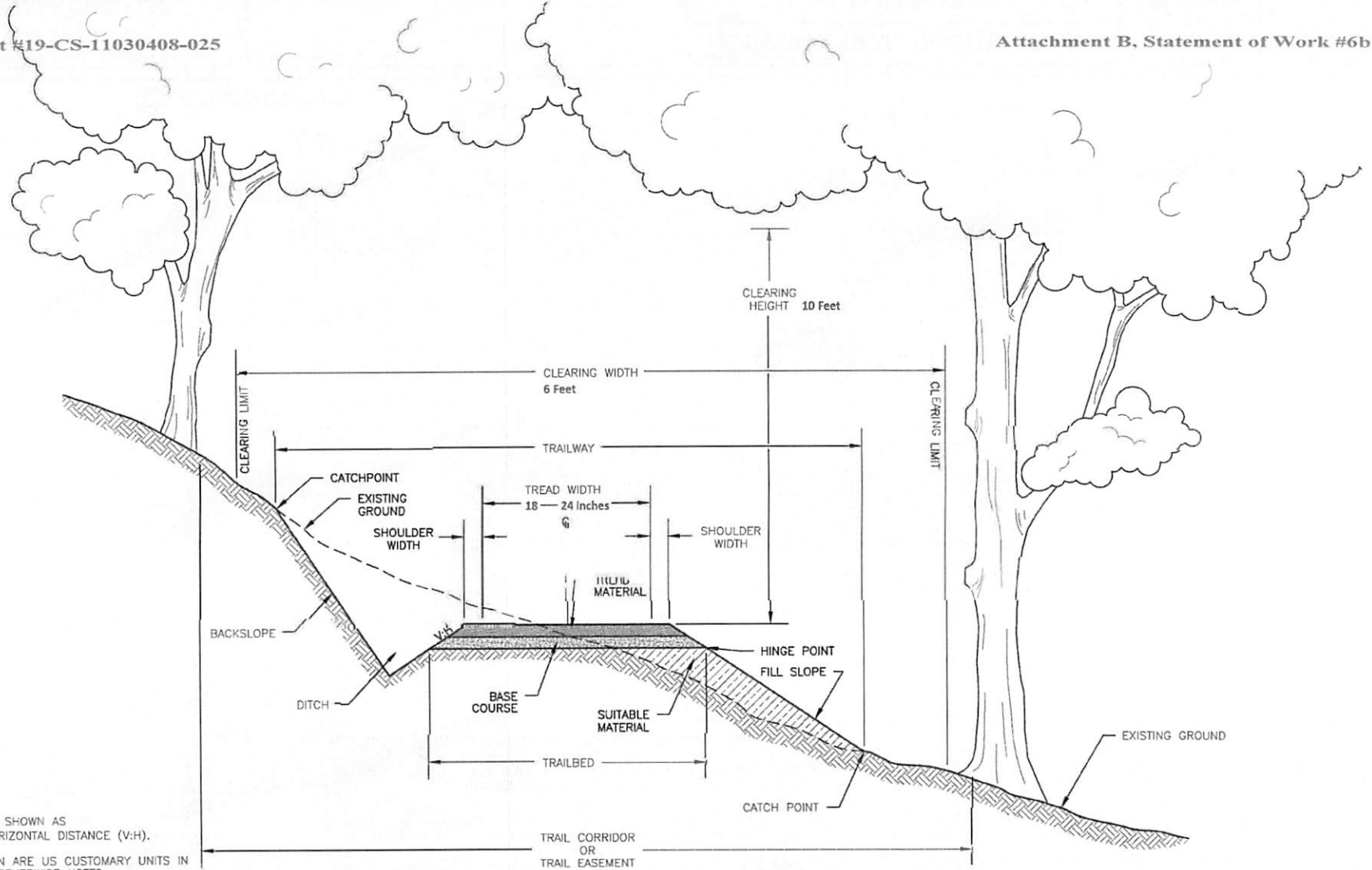
The City will keep open existing trails that are undergoing improvements, and during those improvement activities, maintain them in such a condition as to safely accommodate public traffic. The City will provide and maintain in a safe and passable condition temporary detours, approaches, or crossings and intersections with trails, roads, businesses, parking lots, and campgrounds. The City will perform no work that interferes or conflicts with traffic until a plan for handling traffic has been submitted to, and approved by, the U.S. Forest Service. This work consists of maintaining existing trails that are undergoing improvements open and maintained in such a condition as to safely accommodate traffic and providing temporary construction access to the site.

The U.S. Forest Service will set initial construction stakes or flagging, and control points, and all necessary information relating to lines, slopes, and grades. These stakes and flagging constitute the field control.

The U.S. Forest Service will be available to The City to address specific project questions and provide direction and/or specifications for project work and techniques as necessary.

# Statement of Work #6a: Forest System Trail Restoration Project Map





NOTES:  
 ALL SLOPES ARE SHOWN AS VERTICAL-TO-HORIZONTAL DISTANCE (V:H).  
 ALL UNITS SHOWN ARE US CUSTOMARY UNITS IN INCHES UNLESS OTHERWISE NOTED.

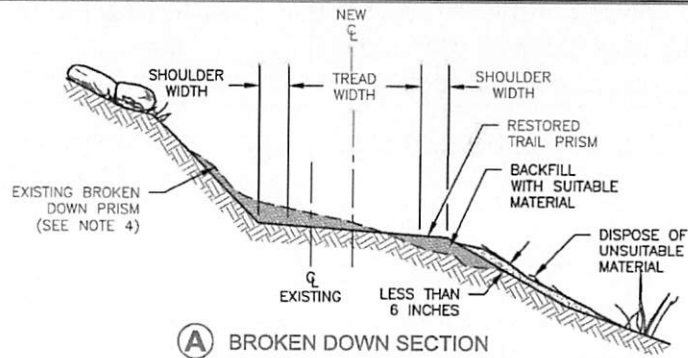
U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION  
**Statement of Work #6b: Forest System**  
**Trail Restoration Project**

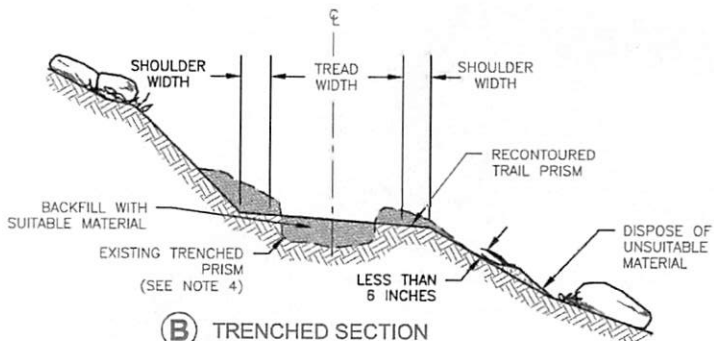
DRAWING NAME  
**STANDARD TRAIL TERMS**  
 SECTION 910 - TRAILWAY  
 TYPICAL ID STT

REVISION DATE  
 09/16/2019  
**NOT TO SCALE**

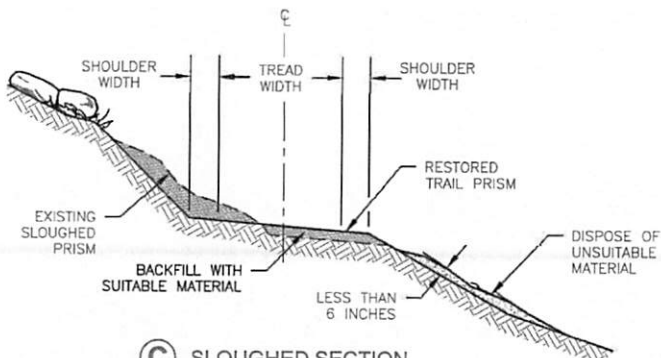
DRAWING NO.  
**STD\_910-01**  
 SHEET OF



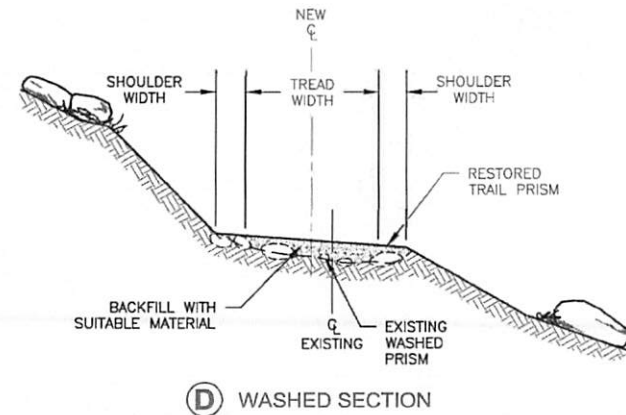
**(A) BROKEN DOWN SECTION**



**(B) TRENCHED SECTION**



**(C) SLOUGHED SECTION**



**(D) WASHED SECTION**

**EXISTING TRAIL RESTORATION**

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		COMMENTS
			UPHILL	DOWNHILL	
ETR-1					

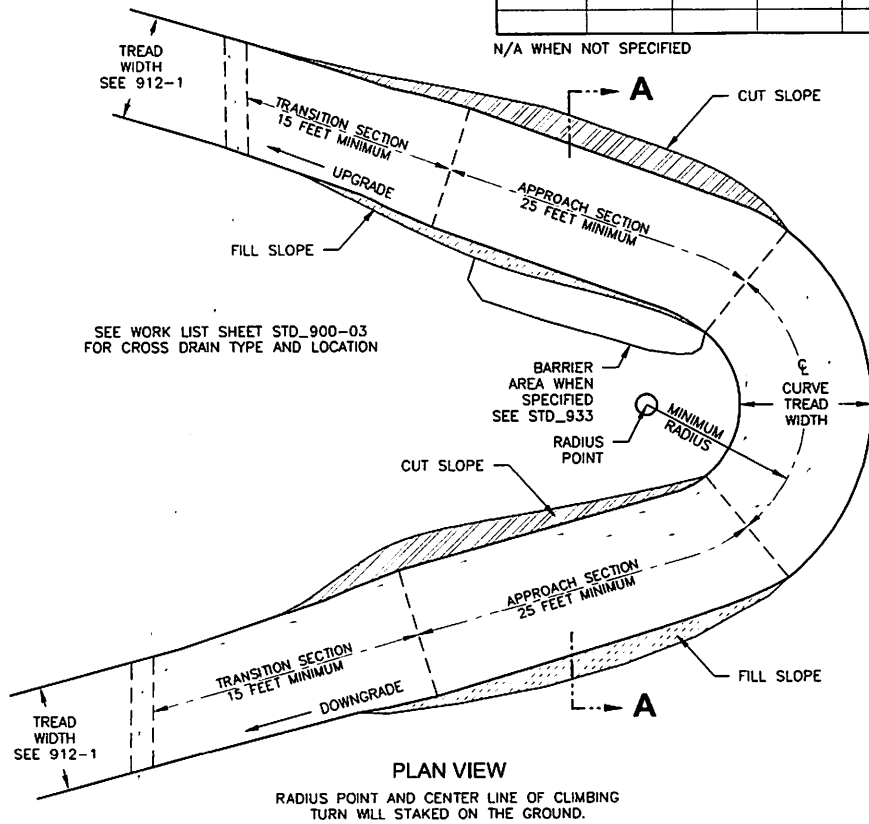
**NOTES:**

1. RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
2. INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
3. DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
4. USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
5. SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

### CLIMBING TURN SECTIONS

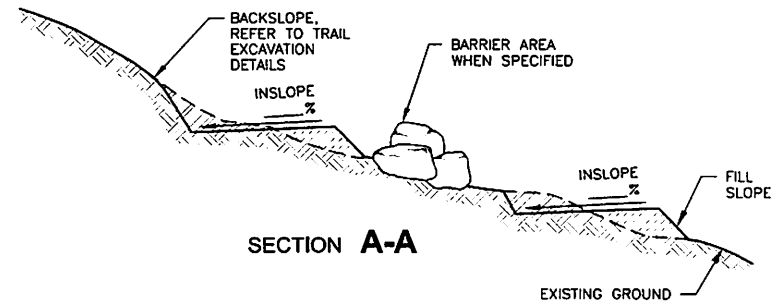
TYPICAL ID	MINIMUM RADIUS	CURVE TREAD WIDTH	BARRIER TYPE	COMMENTS
CTN-1				

N/A WHEN NOT SPECIFIED



**PLAN VIEW**

RADIUS POINT AND CENTER LINE OF CLIMBING TURN WILL STAKED ON THE GROUND.



**SECTION A-A**

**NOTE:**  
CONSTRUCT CONSTANT GRADE THROUGH BOTH APPROACH SECTIONS.

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION

DRAWING NAME  
**CLIMBING TURN**

SECTION  
**914 - CLIMBING TURN**

TYPICAL ID  
**CTN**

REVISION DATE  
**XX/XX/XX**

**NO SCALE**

DRAWING NO.  
**STD\_914-01**

SHEET  
OF  
**1**

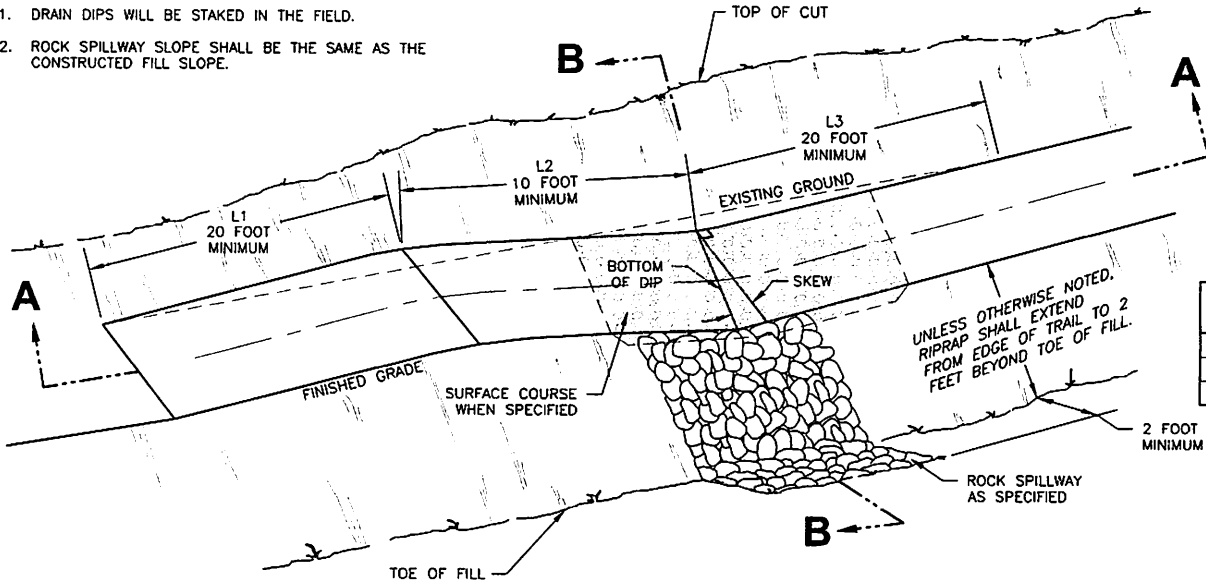
### DRAIN DIP SECTION

TYPICAL ID	DRAIN DIP TYPE	GEOTEXTILE TYPE	SURFACE COURSE			ROCK SPILLWAY***	COMMENTS
			SKEW	TYPE	DEPTH		
DD1-1	DD	G		S			

N/A WHEN NOT APPLICABLE  
 \*\*\*FOR ROCK SPILLWAY SEE SHEET STD\_923-10-01

**NOTES:**

1. DRAIN DIPS WILL BE STAKED IN THE FIELD.
2. ROCK SPILLWAY SLOPE SHALL BE THE SAME AS THE CONSTRUCTED FILL SLOPE.



#### GEOTEXTILE TYPE

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	
G2	WOVEN	
G3		

#### SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRUN		
S2	AGGREGATE		
S3			

#### DRAIN DIP CONSTRUCTION DIMENSIONS

DRAIN DIP TYPE	% PROFILE GRADE	L1	L2	L3	(H)	(E)
DD1	0 TO 4					
DD2	5 TO 6					
DD3	7 TO 8					
DD4	9 TO 10					
DD5						

OVER 10% NOT RECOMMENDED  
 H = C OF TREAD

SHEET 1 OF 2

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION

---

DRAWING NAME  
**DRAIN DIP**

---

SECTION  
**927 - DRAIN DIPS**

TYPICAL ID  
**DD1**

REVISION DATE  
**XX/XX/XX**

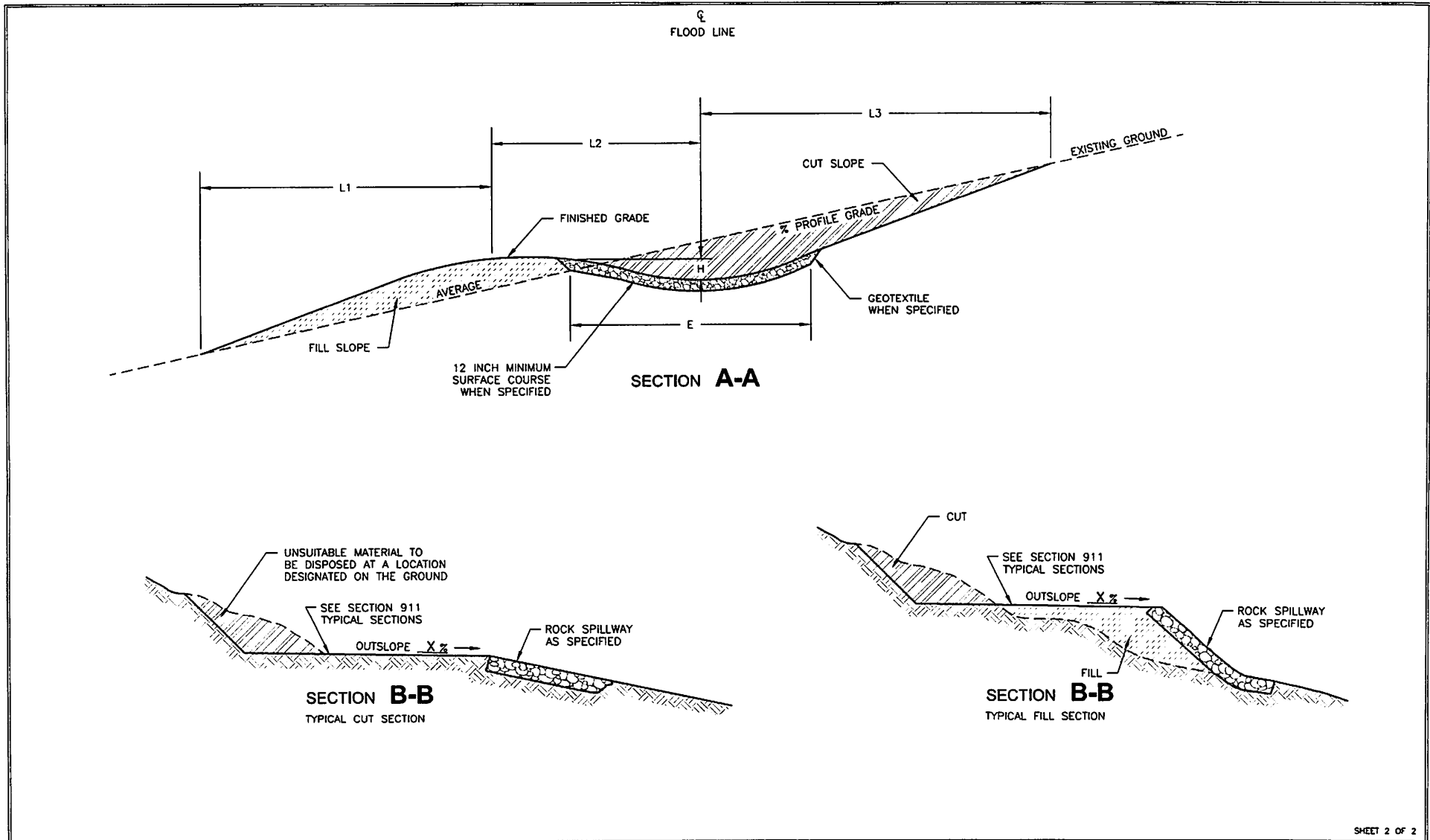
---

NO SCALE

DRAWING NO.  
**STD\_927-10-01**

---

SHEET  
 OF



SHEET 2 OF 2

U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE  
 STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

DRAWING NAME  
**DRAIN DIP DETAILS**

SECTION  
 927 - DRAIN DIPS

TYPICAL ID  
 DD2

REVISION DATE  
 XX/XX/XX

NO SCALE

DRAWING NO.  
 STD\_927-10-02

SHEET  
 OF

Attachment: **C**

USFS Agreement No.: **19-CS-11030408-025**  
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
 (1) No program income is expected and  
 (2) The Cooperator is not giving cash to the FS and  
 (3) There is no other Federal funding

**Agreements Financial Plan (Short Form)**

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$68,293.10	\$0.00	\$176,306.08	\$0.00	\$244,599.18
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$700,000.00	\$0.00	\$0.00	\$700,000.00
Other					\$0.00
<b>Subtotal</b>	\$68,293.10	\$700,000.00	\$176,306.08	\$0.00	\$944,599.18
Coop Indirect Costs		\$0.00	\$17,630.61		\$17,630.61
FS Overhead Costs	\$6,829.31				\$6,829.31
<b>Total</b>	\$75,122.41	\$700,000.00	\$193,936.69	\$0.00	\$969,059.10
<b>Total Project Value:</b>					\$969,059.10

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.99%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.01%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days		Total
District Engineering Tech	\$273.26	20.00		\$5,465.20
D8, FIRE GS-03 FIRE CREW	\$112.00	30.00		\$3,360.00
D8, FIRE GS-04 FIRE CREW	\$125.70	30.00		\$3,771.00
D8, FIRE GS-05 FIRE CREW	\$145.30	30.00		\$4,359.00
Timber Contract Sale Administrator	\$376.84	50.00		\$18,842.00
Forestry Technician	\$197.20	60.00		\$11,832.00
Supervisory Forester	\$347.65	30.00		\$10,429.50
District NEPA Coordinator	\$254.48	10.00		\$2,544.80
District GIS Coordinator	\$256.32	30.00		\$7,689.60

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$68,293.10</b>
-----------------------------	--------------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
---------------------------------	---------------

#### Printing

##### Standard Calculation

Paper Material	# of Units	Cost/Unit		Total
				\$0.00

<b>Total Printing</b>	<b>\$0.00</b>
-----------------------	---------------

#### Other Expenses

##### Standard Calculation

Item	# of Units	Cost/Unit		Total
				\$0.00

<b>Total Other</b>	<b>\$0.00</b>
--------------------	---------------

<b>Subtotal Direct Costs</b>	<b>\$68,293.10</b>
------------------------------	--------------------

#### Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$68,293.10		\$6,829.31

<b>Total FS Overhead Costs</b>	<b>\$6,829.31</b>
--------------------------------	-------------------

<b>TOTAL COST</b>	<b>\$75,122.41</b>
-------------------	--------------------

**WORKSHEET FOR**

**FS Cash to the Cooperator Cost Analysis, Column (b)**

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
<b>Total Salaries/Labor</b>					<b>\$0.00</b>

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
	0				
<b>Total Travel</b>					<b>\$0.00</b>

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
<b>Total Equipment</b>					<b>\$0.00</b>

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
<b>Total Supplies/Materials</b>					<b>\$0.00</b>

Printing					
Standard Calculation					
					\$0.00
<b>Total Printing</b>					<b>\$0.00</b>

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
Non-Standard Calculation					
Contracted services (SOW items to be completed by a mixture of City in-house personnel/crews & contracted labor)					\$700,000.00
<b>Total Other</b>					<b>\$700,000.00</b>

<b>Subtotal Direct Costs</b>	<b>\$700,000.00</b>
------------------------------	---------------------

Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
0.00%	\$700,000.00				\$0.00
<b>Total Coop. Indirect Costs</b>					<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$700,000.00</b>
-------------------	---------------------

**WORKSHEET FOR**

**Cooperator Non-Cash Contribution Cost Analysis, Column (c)**

**Salaries/Labor**

Standard Calculation				
Job Description	Cost/Day	# of Days	# of Employee	Total
Forest Health Supervisor	\$238.64	184.00	1	\$43,909.76
Wildland Fire Firewise Specialist	\$238.64	184.00	1	\$43,909.76
Wildland Fire Manager	\$355.84	129.00	1	\$45,903.36
Wildland Fire Supervisor	\$258.08	165.00	1	\$42,583.20

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$176,306.08</b>
-----------------------------	---------------------

**Travel**

Standard Calculation			
Travel Expense	Cost/Trip	# of Trips	Total
			\$0.00

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

**Equipment**

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

<b>Total Equipment</b>	<b>\$0.00</b>
------------------------	---------------

**Supplies/Materials**

Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
---------------------------------	---------------

**Printing**

Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00

<b>Total Printing</b>	<b>\$0.00</b>
-----------------------	---------------

**Other Expenses**

Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00

<b>Total Other</b>	<b>\$0.00</b>
--------------------	---------------

<b>Subtotal Direct Costs</b>	<b>\$176,306.08</b>
------------------------------	---------------------

Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$176,306.08		\$17,630.61

<b>Total Coop. Indirect Costs</b>	<b>\$17,630.61</b>
-----------------------------------	--------------------

<b>TOTAL COST</b>	<b>\$193,936.69</b>
-------------------	---------------------