

FS Agreement No. 15-CS-11031200-018
Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
THE CENTRAL ARIZONA GROTTO
THE NORTHERN ARIZONA GROTTO AND
ESCABROSA GROTTO INC. OF THE OF THE NATIONAL SPELEOLOGICAL
SOCIETY
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Central Arizona Grotto (CAG), Northern Arizona Grotto (NAG), and Escabrosa Grotto Inc. of the National Speleological Society (NSS), hereinafter referred to as "The Cooperators," and the USDA, Forest Service, Tonto National Forest hereinafter referred to as the "U.S. Forest Service," under the authority of: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: On April 28, 2011, the National Speleological Society (NSS) and the U.S. Forest Service entered into Memorandum of Understanding (11-MU-11132424-018, hereinafter incorporated as Attachment A) regarding collaboration in cave and karst resources across national forests. In an expansion of the relationships defined in the MOU, the Cooperators and the U.S. Forest Service enter into this Master Challenge Cost Share Agreement to work together to cooperatively plan and accomplish mutually beneficial cave and karst resource projects and activities in the caves located on the Tonto National Forest.

Title: Non Funded Master Challenge Cost Share Agreement for Cave and Karst Resource Activities, Forest-wide

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to improve management and resource condition of cave and karst resources on the Tonto National Forest. This cooperation may involve a wide range of activities, including but not limited to, inventory and monitoring, survey and mapping, education, information collection, protection, restoration, research, file management and organization, significant cave nomination, field checking, provide references and recommendations for cave and karst management, and other activities necessary to conserve and manage these nonrenewable resources in accordance with the following provisions and any incorporated supplemental project agreements.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:



It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The Cooperators are non-profit membership organizations and share a mission with the NSS: dedication to the scientific study of caves and karst; protection of caves and their natural contents through conservation, stewardship, and public education; and promotion of responsible cave exploration and fellowship among those interested in caves. Specifically, the Cooperators are interested in the study, conservation, and responsible exploration of the caves in northern and central Arizona, and can provide unique knowledge and expertise related to those cave and karst resources.

The U.S. Forest Service is responsible for effectively managing its cave and karst resources and associated systems, and for maintaining an accurate and complete inventory of those resources.

The Cooperators and the U.S. Forest Service share a mutual benefit and interest in working together to inventory and more efficiently protect cave and karst resources and associated species, while providing responsible and appropriate recreational activities in appropriate cave and karst resources. Projects resulting from this Master Agreement will result in improved knowledge and management of the cave and karst resources located on the Tonto National Forest, improved education related to responsible and safe recreational opportunities in those cave and karst resources, and provide opportunities for experienced and expert cavers to access cave and karst resources as needed. At this time no funding is planned to be exchanged. If the need for a funded agreement arises a modification to this Master Agreement or new agreement may be necessary.

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

III. THE COOPERATORS SHALL:

- A. LEGAL AUTHORITY. The Cooperators shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Meet with U.S. Forest Service no less than annually (before or by March 1 of each year) to discuss accomplishments and possible projects for the coming year. In order to have sufficient time to review areas of interest, secure any required clearances and/or permits, and to avoid wildlife closures or restrictions in the possible project areas, this discussion of potential projects should include the likelihood of potential ground disturbance and project timing. Meeting notes will be sent to U.S. Forest Service Administrative Contact within 30 days of the meeting.



- C. Coordinate with the U.S. Forest Service on planned non-ground-disturbing activities, such as, but not limited to, mapping or photography, within cave and karst resources.
- D. Provide collected data (cave locations, inventories, etc.) compiled and offered by the Cooperators to the Forest Service to supplement the Tonto cave and karst database.
- E. Alert the U.S. Forest Service to the discovery of potential paleontological, archaeological, or cultural sites found in the cave and karst resources.
- F. Alert the U.S. Forest Service to the discovery of wildlife species occupying the cave and karst resources, such as, but not limited to, bats.
- G. Consult with, and gain approval from, appropriate U.S. Forest Service district leadership for volunteer project work on the Tonto National Forest under a sponsored volunteer agreement and/or any required permits.
- H. Consult with and gain approval from U.S. Forest Service leadership prior to submitting any applications for funded project work on the Tonto National Forest.
- I. Adhere to Job Hazard Analyses (JHAs) and tailgate safety session information.
- J. Perform in accordance with the Financial Plans of future SPAs.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Meet with The Cooperators no less than annually (before or by March 1 of each year) to discuss accomplishments and projects for the coming year. Meeting notes will be received by the U.S. Forest Service Administrative Contact within 30 days of the meeting to satisfy annual reporting requirements.
- B. Review The Cooperators' proposals for project work and activities on the Tonto National Forest. Specifically, in accordance with U.S. Forest Service policy and regulation, all project work on the Tonto National Forest must undergo an environmental review process (NEPA process).
- C. Coordinate with The Cooperators on planned non-ground-disturbing activities, such as, but not limited to, mapping or photography, within cave and karst resources.
- D. Review information from The Cooperators relating to the discovery of potential paleontological, archaeological, or cultural sites found in cave and karst resources.
- E. Review information from The Cooperators relating to the discovery of any wildlife species occupying cave and karst resources, such as, but not limited to, bats.



- F. Review and consider requests for appropriate volunteer work and activities under U.S. Forest Service sponsored volunteer agreements and/or permits.
- G. Review The Cooperators' applications for funding projects on the Tonto National Forest and provide approval/non-approval and make known any project requirements (NEPA, resource clearances, JHA, etc.).
- H. Supply a Job Hazard Analysis and tailgate safety session prior to the start of work for all participants in project work specified in future SPAs.
- I. Perform in accordance with the Financial Plans of future SPAs.

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

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

<p align="center">Cooperator Program Contact</p> <p>Richard Bohman, CAG Conservation Chair 3051 E. Corrine Drive Phoenix, AZ 85032 Telephone: 602-761-5886 Email: rbohman5@cox.net</p>	<p align="center">Cooperator Program Contact</p> <p>Larry Zimmer, NAG Conservation Chair Address: 7840 E Manley Drive Prescott Valley AZ 86314 Phone: 928-420-4578 Email: noazcavcs@gmail.com</p>
<p align="center">Cooperator Program Contact</p> <p>Steve Smith Escabrosa Grotto, Inc. 8900 E. Bears Path Rd. Tucson, AZ 85749 Phone: 520-749-3573 Email: Jerry.Isaman@sunquestinfo.com</p>	<p align="center">Cooperator Administrative Contact</p> <p>Ray Keeler 26406 N. 43rd Avenue Phoenix, Arizona 85083 Phone: 623-561-2917 Cell: 623-523-1760 Email: rckeeler@cox.net</p>

Principal U.S. Forest Service Contacts:

<p align="center">U.S. Forest Service Program Manager Contact</p> <p>Kimber Jones, Forest Landscape Architect 2324 E. McDowell Rd. Phoenix, AZ 85006 Phone: (602) 225-5236 Fax: (602) 225-5295</p>	<p align="center">U.S. Forest Service Administrative Contact</p> <p>Sherry J. Smith, Grants Management Specialist 2324 E. McDowell Rd. Phoenix, AZ 85006 Phone: (602) 225-5383 Fax: (602) 225-5361</p>
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E-mail: kkjones@fs.fed.usE-mail: sherrysmith@fs.fcd.us

- B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY 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 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement The Cooperators acknowledge that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If The Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds The Cooperators has expended in violation of sections 433 and 434.
- C. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- E. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The Cooperators are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To The Cooperators, at The Cooperators's 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.

- F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or The Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **ENDORSEMENT.** Any of The Cooperators contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The Cooperators' products or activities and does not by direct reference or implication convey the Cooperators' endorsement of the Forest Service's products or activities and does not by direct reference or implication convey The Cooperator's endorsement of the U.S. Forest Service's products or activities.
- H. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for The Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** The Cooperators 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 Cooperators hereby willingly agree(s) to assume these responsibilities.
- Further, The Cooperators shall provide any necessary training to The Cooperators' employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperators shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. **NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information



(Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- L. **ELIGIBLE WORKERS.** The Cooperators shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperators shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- M. **STANDARDS FOR FINANCIAL MANAGEMENT.**

Financial Reporting

The Cooperators 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.

Accounting Records

The Cooperators 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.

Internal Control

The Cooperators shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperators 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 agreement. The Cooperators shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

Source Documentation

The Cooperators shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.



Unless the terms and conditions of the agreement provide otherwise, The Cooperators shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

N. **OVERPAYMENT.** Any funds paid to The Cooperators 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 Cooperators 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:

- Making an administrative offset against other requests for reimbursement.
- Withholding advance payments otherwise due to The Cooperators.
- 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.** The Cooperators shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to The Cooperators must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

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 Cooperators.

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 Cooperators 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 may be required if that information is useful.
- Reason(s) for delay if established goals were not met.

Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperators shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with The Cooperators'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 Cooperators shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperators shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

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.

The Cooperators shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- 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).

- 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. FUNDING. Federal funding under this agreement is not available for reimbursement of The Cooperators' purchase of equipment. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year. Supplies are those items that are not equipment.
- U. FREEDOM OF INFORMATION ACT (FOIA). 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).
- V. IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles The Cooperators to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following The Cooperators' established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperators must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperators is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service 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.

- X. GOVERNMENT-FURNISHED PROPERTY. The Cooperators may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned



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

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, The Cooperators shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or The Cooperators is/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 Cooperators' managerial personnel. The Cooperators' managerial personnel, in this clause, means The Cooperators' directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperators' business; all or substantially all of The Cooperators' operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. The Cooperators shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperators shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. The Cooperators shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants & Agreements Specialist, The Cooperators shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. COLLABORATION. The U.S. Forest Service and The Cooperators may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize The Cooperators' participation in the project.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall



acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint 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 must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The Cooperators materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by The Cooperators 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 The Cooperators's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.
- CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:



1. When the U.S. Forest Service and The Cooperators agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The Cooperators to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, The Cooperators 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 Cooperators for the United States Federal share of the non-cancelable obligations properly incurred by The Cooperators up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- DD. 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.
- EE. DEBARMENT AND SUSPENSION.** The Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should The Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING.** The Cooperators is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to



use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by The Cooperators under this agreement.
- Any right of copyright to which The Cooperators purchase(s) ownership with any federal contributions.

GG. PUBLICATION SALE. The Cooperators may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

HH. 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 45 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.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5 years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

JJ. 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.

 

DAVID HEAD, President Date
 Central Arizona Grotto of the National Speleological Society

MICHAEL VAN NOTE, President Date
 Northern Arizona Grotto of the National Speleological Society



use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by The Cooperators under this agreement.
- Any right of copyright to which The Cooperators purchase(s) ownership with any federal contributions.

GG. PUBLICATION SALE. The Cooperators may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

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JJ. 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.

DAVID HEAD, President
Central Arizona Grotto of the National Speleological
Society

Date



MICHAEL VANNOTE, President
Northern Arizona Grotto of the National
Speleological Society

08-15-2015

Date



Jerry Isaman

JERRY ISAMAN, President
Escabrosa Grotto Inc. of the National Speleological
Society

8/20/15

Date

Rita Glenn

70 NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

9/3/15

Date

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

Sherry J. Smith

SHERRY J. SMITH,
U.S. Forest Service Grants Management Specialist

7/9/2015

Date

Burden Statement

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