



FS Agreement No. 19-CS-11021201-018

Cooperator Agreement No. 023811445

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
FRIENDS OF TWIN LAKES
(FOTL)
And The
USDA, FOREST SERVICE
PIKE AND SAN ISABEL NATIONAL FORESTS
CIMMARRON AND COMANCHE NATIONAL GRASSLANDS
(PSICC)
LEADVILLE RANGER DISTRICT

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Friends of Twin Lakes, hereinafter referred to as "FOTL," and the USDA, Forest Service, Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands, (PSICC), Leadville Ranger District 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 Twin Lakes Heritage Visitor Center (Heritage Center) and Interlaken Resort (Interlaken) are visitor attractions on National Forest System (NFS) lands. The Heritage Center is comprised of historic buildings along with grounds used by recreation and tourism visitors within the Twin Lakes village. The location of the site is indicated in Exhibit B. The "Red Rooster" visitor center building (Red Rooster) is located in the Heritage Center and serves as a U.S. Forest Service visitor information center during the summer and early fall seasons.

Interlaken is an historic resort complex consisting of several historic buildings located near the south shore of the lower of the Twin Lakes. The location is remote from automobile traffic but is served by trails and is a popular destination for hikers and other visitors utilizing tourism services on the lake.

Title: Twin Lakes Heritage Center and Interlaken Resort

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to (1) enhance the opportunities for restoration, rehabilitation, maintenance, and preservation of the legacy of buildings and grounds on NFS lands on the Heritage Center and Interlaken



areas; (2) provide for FOTL contributions to the operation, maintenance, and repair of the Heritage Center; and (3) provide for U.S. Forest Service/FOTL coordination for planning preservation and management of Interlaken. The goal of this agreement is to achieve a site useful area by restoration, rehabilitation, maintenance, and preservation of the legacy buildings to achieve historic interpretation, information dissemination, and education. The strong resources and technical assistance of the U.S. Forest Service in combination with an organized and enthusiastic FOTL group will be critical to the success of these projects. Work activities will be in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as (Exhibit C, Operating Plan and Exhibit A, Financial Plan. This will be a No Cost Challenge Cost Share; however, a Financial Plan will be required to capture the non-cash cost for this partnership.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

FOTL and the U.S. Forest Service are mutually interested in enhancing the opportunities for rehabilitation and maintenance of buildings and grounds within the Heritage Center and Interlaken and for providing visitor services including but not limited to information dissemination, interpretation, and education at these locations.

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

III. FOTL SHALL:

- A. LEGAL AUTHORITY. FOTL 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. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. FOTL may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. ADDITIONAL FOTL RESPONSIBILITIES:
1. Perform priority repairs as identified in Exhibit C, Operating Plan/List of Responsibilities, by providing hired and/or volunteer labor for actual repairs and maintenance.



2. Provide their own funding for repairs and/or maintenance for projects led by FOTL to cover materials or FOTL hired contractors.
3. Pursue outside funding sources, i.e., grants, etc.
4. Provide proof of applicable insurance as specified by the U.S. Forest Service for FOTL hired contractors.
5. Follow the U.S. Forest Service safety standards and procedures on all projects that occur on National Forest System lands.
6. Provide tools, personal protective equipment, and materials if possible.
7. Not receive any cash funding from the U.S. Forest Service; this Agreement is a No Cost Challenge Cost Share.
8. Account for all donations collected at the Heritage Center and expenditures on a yearly basis or more frequently if requested by the U.S. Forest Service.
9. Submit a volunteer report annually to the U.S. Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Assign a fully qualified and experienced U.S. Forest Service employee to provide technical guidance for all projects, as appropriate.
- B. Give specific guidance as to what and how the project work is to be done, as necessary.
- C. Provide technical advice and make necessary corrections or changes in project design.
- D. Assure FOTL is working in a safe manner, using tools correctly, and are conducting safety meetings before project work commences.
- E. Provide tools, personal protective equipment, and materials as needed and if possible.
- F. Assure that all FOTL work complies with the U.S. Forest Service requirements standards.
- G. Provide FOTL with safety standards on all projects that occur on National Forest Service lands.
- H. Allow FOTL to collect donations that are directly collected at the Visitor Center. These funds may or may not be used for operations, maintenance, and restoration of facilities at the Visitor Center and Interlaken. *See operating Plan section 6 letter c.*
- I. Provide administrative functions at no-cost to FOTL as it relates to this agreement, i.e., copying, agreement development, etc.
- J. Provide safe working environments by minimizing the risks to Hantavirus and other pathogens by either cleaning facilities before the commencement of work or providing cleaning supplies.



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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kurt Schweigert Address: 48 Lang St. City, State, Zip: Twin Lakes, CO 81251 Telephone: 303-910-5182 Email: kpaulschweigert@gmail.com	Name: Kelly Sweeney Address: 410 CR 10 City, State, Zip: Twin Lakes, CO 81251 Telephone: 303-868-5508 Email: friendsoftwinlakes@gmail.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Catherine Kamke Zone Archeologist Address: 810 Front Street City, State, Zip: Leadville, CO 80461 Telephone: 719-269-8577 Email: ckamke@fs.fed.us	Name: Rick Maestas Address: 2840 Kachina Dr. City, State, Zip: Pueblo, CO 81008 Telephone: 719-553-1443 Email: rmaestas02@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement FOTL acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If FOTL fails to comply



with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds FOTL has expended in violation of sections 433 and 434.

C. USE OF U.S. FOREST SERVICE INSIGNIA. In order for FOTL 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, Pike-San Isabel National Forest, and Leadville Ranger District to the Office of Communications Assistant Director, Visual Information, and Publishing Services prior to use of the insignia. The U.S. Forest Service, Pike-San Isabel National Forest, Leadville Ranger District will notify the FOTL when permission is granted.

D. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. FOTL 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 FOTL hereby willingly agrees to assume these responsibilities.

Further, FOTL shall provide any necessary training to FOTL's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. FOTL shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or FOTL 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 FOTL , 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.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or FOTL from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of FOTL's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of FOTL 's products or activities.



- 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. ELIGIBLE WORKERS. FOTL 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). FOTL shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). FOTL shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- 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, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- L. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by FOTL.

M. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:



- A comparison of actual accomplishments to the goals established for the period 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.

FOTL shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period.

- N. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** FOTL 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. FOTL shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

- O. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- P. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Coopeatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- Q. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. FOTL is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"In partnership with the Pike-San Isabel National Forest, Leadville Ranger District of the U.S. Forest Service, Department of Agriculture"

FOTL may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. FOTL is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- R. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. FOTL shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

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

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

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- T. REMEDIES FOR COMPLIANCE RELATED ISSUES. If FOTL materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.

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



1. When the U.S. Forest Service and FOTL 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 FOTL to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- V. 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.
- W. DEBARMENT AND SUSPENSION. FOTL 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 FOTL 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.
- X. COPYRIGHTING. FOTL 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 must 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:

1. The copyright in any work developed by FOTL under this agreement.
2. Any right of copyright to which FOTL purchase(s) ownership with any Federal contributions.



- Y. **PUBLICATION SALE.** FOTL 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.
- Z. **TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.** Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and 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 cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- AA. **MODIFICATIONS.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.



BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through January 31, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

VI. APPROVAL.

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.

Kelly J. Sweeney

Digitally signed by Kelly J. Sweeney
Date: 2019.03.14 16:35:21 -06'00'

3/14/19

KELLY SWEENEY, President
Friends of Twin Lakes (FOTL)

Date

DIANA TRUJILLO

Digitally signed by DIANA TRUJILLO
Date: 2019.03.19 15:45:09 -06'00'

DIANA M. TRUJILLO, Forest and Grassland Supervisor
U.S. Forest Service, Pike-San Isabel National Forests
and Cimarron and Comanche National Grasslands

Date

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

RICHARD MAESTAS

Digitally signed by RICHARD MAESTAS
Date: 2019.03.15 08:32:42 -06'00'

03/15/2018

RICK MAESTAS
U.S. Forest Service Grants Management Specialist

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment Exhibit A

USFS Agreement No.: 19-CS-11021201-018
Cooperator Agreement No.:

Mod No.

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

Agreements Financial Plan (Medium Form)

1. Financial Plan Matrix:

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

COST ELEMENTS (Direct Costs)	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS			(g) TOTAL
	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) In-Kind	(f) Other Federal	
Salaries/Labor	\$7,785.28	\$0.00	\$0.00	\$3,000.00	\$226,082.70	\$0.00	\$236,867.98
Travel	\$400.00	\$0.00	\$0.00	\$305.20	\$3,801.92	\$0.00	\$4,507.12
Equipment	\$110.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$1,610.00
Supplies/Materials	\$1,000.00	\$0.00	\$0.00	\$19,100.00	\$0.00	\$0.00	\$20,100.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$9,295.28	\$0.00	\$0.00	\$23,905.20	\$230,404.62	\$0.00	\$263,605.10
Cooperator Indirect Costs			\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$929.53						\$929.53
Gross Total	\$10,224.80	\$0.00	\$0.00	\$23,905.20	\$230,404.62	\$0.00	\$264,534.62

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(g) = (h)	(h) 3.87%
Other Federal Contribution = (f)/(g) = (i)	(i) 0.00%
Total Federal Share = (h+i) = (j)	(j) 3.87%
Total Cooperator Share (d+e)/(g) = (k)	(k) 96.13%
Total (j+k) = (l)	(l) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description	Cost/Day	# of Days/Year	# of Years	Total	
Agreements- Rick Maestas	\$409.80	0.50	5	\$1,024.50	
FS Program Mgr - Cat Kamke	\$366.49	1.00	5	\$1,832.45	
Leadville District Ranger	\$356.65	0.50	5	\$891.63	
Leadvile Rec Staff - Steve Sunday	\$272.12	1.50	5	\$2,040.90	
Leadville Rec Staff - Jim Fiorelli	\$399.16	1.00	5	\$1,995.80	
Non-Standard Calculation					

Total Salaries/Labor	\$7,785.28
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Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips	Total	
				\$0.00	
Non-Standard Calculation					
Fleet Vehicles	20	\$20.00		\$400.00	
Total Travel				\$400.00	

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days	Total	
				\$0.00	
				\$0.00	
Non-Standard Calculation					
Fleet Vehicles	20.00	\$5.50		\$110.00	
Total Equipment				\$110.00	

Supplies/Materials					
Standard Calculation					
Supplies/Materials	# of Items	Cost/Item	# of years	Total	
Misc. Lumber from Work Center		\$200.00	5	\$1,000.00	

\$0.00

Non-Standard Calculation

Total Supplies/Materials \$1,000.00

Printing

Standard Calculation

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

Non-Standard Calculation

Total Printing \$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total

Non-Standard Calculation

Total Other \$0.00

Subtotal Direct Costs \$9,295.28

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$9,295.28	\$929.53

Total FS Overhead Costs \$929.53

TOTAL COST \$10,224.80

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
			\$0.00

Non-Standard Calculation

Hired Contractors from FOTL-Environmental Haz /Assessments-2			\$3,000.00
Clarion & Interlaken Hotels			

Total Salaries/Labor			\$3,000.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Environmental Haz. Assessments-2		\$152.60	2.00	\$305.20
				\$0.00

Non-Standard Calculation

Total Travel			\$305.20
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Equipment

Standard Calculation

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

Non-Standard Calculation

Refuse bin and removal	3 times	\$500.00		\$1,500.00
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Total Equipment			\$1,500.00
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Supplies/Materials

Standard Calculation

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

Non-Standard Calculation

Stabilize Clarion			\$10,000.00
Demo Clarion Porch			\$5,000.00
Stabilize/repairs Interlocken			\$2,000.00
Plexiglass	10.00	\$80.00	\$800.00
Paint/Stain/related supplies			\$1,300.00

This cost will be anticipated for grants received by FOTL over the next 5 years.

Total Supplies/Materials	\$19,100.00
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Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Other				\$0.00

Subtotal Direct Costs	\$23,905.20
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$23,905.20			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$23,905.20
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WORKSHEET FOR

Cooperator In-Kind Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
Non-Standard Calculation					
Volunteers at Visitor Center		\$24.69/hour	856 hrs/yr	5 years	\$105,673.20
Trail Work Volunteers		\$24.69/hour	200 hours/yr	5 years	\$24,690.00
Meetings with FS & Administrative		\$24.69/hour	160 hours/yr	5years	\$19,752.00
Heritage Park & Interlaken Maitenance		\$24.69/hour	250 hours/yr	5 years	\$30,862.50
Heritage Park & Interlaken Rehabilitation		\$24.69/hour	100 hours/yr	5 years	\$12,345.00
Master, Site & Interpretive Plans*		\$60/hour	380 hours		\$22,800.00
Historic District Update*		\$60/hour	90 hours		\$5,400.00
ID Interpretive Materials & Install*		\$60/hour	76 hours		\$4,560.00
Total Salaries/Labor					\$226,082.70

*Work done by Cultural Historian/Archeologist permitted by FS to work in PSICC

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Twin Lakes to Leadville RT	four to five	\$65.40	50.00		\$3,270.00
Twin Lakes to Canon City RT		\$132.98	1.00		\$132.98
Twin Lakes to Denver (History Colo)		\$132.98	2.00		\$265.96
Twin Lakes to PSICC Curation Facility		\$132.98	1.00		\$132.98
					\$0.00
Non-Standard Calculation					
Total Travel					\$3,801.92

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

Supplies/Materials

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

Non-Standard Calculation

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

Non-Standard Calculation

Printing Propety Forms Historic Dist.	\$20.00
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Total Printing	\$20.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00

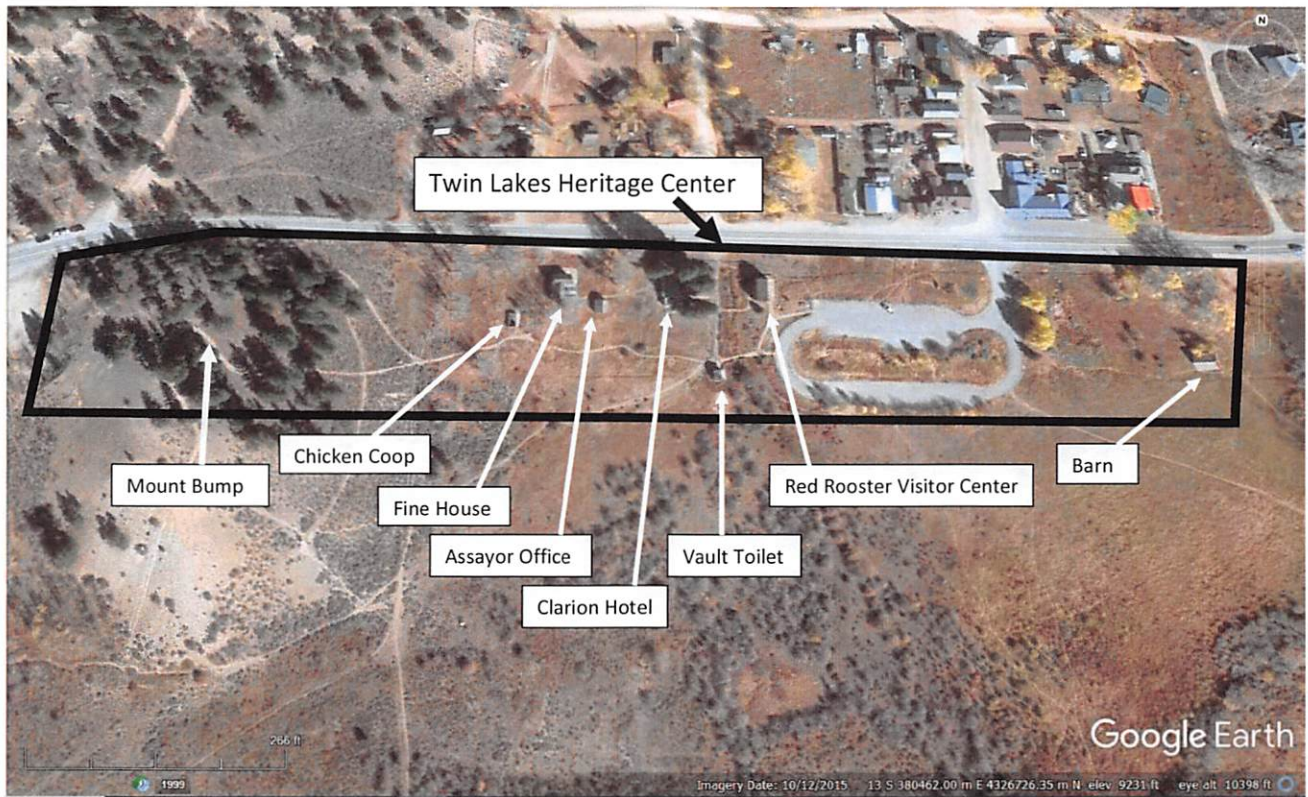
Non-Standard Calculation

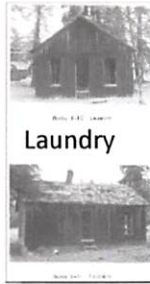
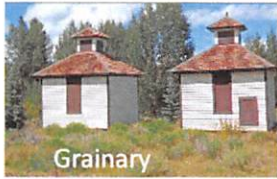
Interpretive Materials/signs	\$500.00
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Total Other	\$500.00
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Subtotal Direct Costs	\$230,404.62
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TOTAL COST	\$230,404.62
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Color photos of buildings used with permission from http://hikingwalking.com/destinations/co/co_cent/buena_vista/interlaken photos.

The black and white photos are from early National Registry submissions.

The aerial photo below is used by Friends of Twin Lakes with permission from Google Maps.



This aerial photo shows relation of the buildings to lower Twin Lakes and is from the U.S.G.S.'s Nationalmap.gov

FOTL DUNS #: 023811445
Registered in the SAMS Database

EXHIBIT C

OPERATING PLAN LIST OF RESPONSIBILITIES

LIST OF RESPONSIBILITIES FOR TWIN LAKES HERITAGE CENTER

1. Twin Lakes Historic District

FOTL Shall:

- a. Prepare draft registration forms for updating the 1974 listing of the Twin Lakes Historic District on the National Register of Historic Places, including U.S. Forest Service-administered structures and areas in the Twin Lakes Heritage Visitor Center (hereafter Heritage Center). In coordination with U.S. Forest Service, FOTL will also update site documentation forms previously submitted to History Colorado. All such forms regarding U.S. Forest Service properties shall be reviewed and approved by U.S. Forest Service prior to a joint submittal to History Colorado or the National Register or being made available to the public by FOTL. FOTL will submit draft registration forms to U.S. Forest Service by May, 2019.

U.S. Forest Shall:

- a. Provide access to files, photographs, and other materials regarding buildings and other features within the Heritage Center, for FOTL inspection at U.S. Forest Service offices during April and May 2019.
- b. Provide to FOTL copies of printed materials pertinent to Heritage Center buildings and features.
- c. Coordinate with FOTL during April/May 2019 or earlier to complete registration and documentation forms for U.S. Forest Service properties within the Historic District, so that the draft forms may be submitted to the National Register and History Colorado by June 20, 2019.

2. Red Rooster Visitor Center.

FOTL Shall:

- a. Provide volunteer staffing of the Red Rooster visitor center building, daily from the weekend preceding Memorial Day through Labor Day, then weekends through the end of September. The visitor center building will be open to the public from 10 a.m. to 4 p.m., as staffing allows. FOTL staff shall accomplish general housekeeping of the interior of the building and its contents.
- b. Monitor the interior and exterior condition of the Red Rooster building and report needs for floor refinishing or other repairs to U.S. Forest Service by May each year or as such needs become apparent. FOTL may accomplish minor repairs upon approval by U.S. Forest Service, including exterior door and window trim painting, and FOTL may provide volunteer labor for larger repairs under U.S. Forest Service supervision. If U.S. Forest Service cannot provide materials for repairs and maintenance, FOTL may provide materials costing no more than \$150.00 per year, other than as anticipated in Exhibit A or written notification to the Forest Service, which funds may be applied by FOTL from public donations collected at the Red Rooster
- c. Assist the U.S. Forest Service in refinishing the floor by 2021 or earlier as needed.
- d. May provide volunteer labor for major repairs, under U.S. Forest Service supervision, during the life of the Agreement.
- e. Improve/install interior interpretive displays during the life of the Agreement.
- f. Collect donations from visitors that may remunerate FOTL operating and maintenance costs for the building and the Center. Donations from U.S. Forest Service shall be kept separate from other FOTL funds and may be retained by FOTL to provide for ongoing and future repair and maintenance costs at the Center. Retained donations may only be used for FOTL operation, repair, and maintenance of the Red Rooster building and other Heritage Center features.
- g. The FOTL will provide an annual report of volunteer hours and related information requested and submitted to the appropriate U.S. Forest Service representative.

U.S. Forest Service Shall:

- a. Provide materials for maintenance and repair of the interior and exterior of the building, as funding allows. U.S. Forest Service may request cost sharing from FOTL in the event U.S. Forest Service cannot provide sufficient materials.
- b. Provide materials, labor, or contracted services to refinish the floor by 2021 or earlier as needed.
- c. Oversee major repairs to the building, including contracting for repairs such as roofing.
- d. Provide materials for dissemination to visitors, including maps, trail and other recreation information, and safety advisories regarding National Forest usage.

3. Clarion Hotel Building

FOTL Shall:

- a. Conduct hazard materials investigation of the building interior, including inspection for potential friable asbestos, lead paint, and hanta virus. The report will recommend remediation efforts if appropriate, including estimated costs. FOTL will contract for the investigation and provide the report to U.S. Forest Service by summer if possible. The report will not be made public prior to U.S. Forest Service review.
- b. If the building continues to be eligible for the National Register, FOTL shall coordinate with U.S. Forest Service to prioritize and prepare a plan and timeline for stabilization and rehabilitation of the building, particularly in regard to recommendations included in the 2015 Historic Structures Report (funded by FOTL). The draft plan and timeline will be completed by July 31, 2019.
- c. Provide to U.S. Forest Service an initial assessment of repairs immediately necessary to stabilize the structure, particularly the southern pen, by July 1, 2019. The assessment will include estimates of costs. In coordination with U.S. Forest Service, FOTL will prepare a plan for accomplishing the critical needed repairs, which will be completed by June 30, 2019 if possible but certainly by August 15, 2019.

- d. Provide volunteer labor and materials for minor repairs to the exterior and may provide volunteer labor for accomplishing needed major repairs under U.S. Forest Service supervision or direction.
- e. If the building interior is appropriate for such use, FOTL will prepare a preliminary plan for interpretive display, either allowing visitor access to the interior or visual access from the exterior. Interpretive materials will focus on activities of a small hotel during the area's early mining period. The interpretive plan will include proposed exterior signage that identifies the age and function of the building and the rare adobe brick construction. FOTL will submit the preliminary interpretive plan to U.S. Forest Service by December 1, 2019. The plan for the Clarion will be a component of a broader preliminary plan for interpretation of other buildings and the mining history of the site and area.
- f. Seek to identify appropriate materials for interpretation of the interior, to be completed by October 1, 2019.
- g. Execute necessary structural and furnishing improvements and install interpretive materials by December 31, 2020.

U.S. Forest Service Shall:

- a. Provide input regarding continued National Register eligibility of the building. If the building remains eligible, U.S. Forest Service shall coordinate with FOTL to develop a timeline and plan for rehabilitation and interpretation of the structure. A draft plan and timeline will be completed by July 31, 2019.
- b. Oversee major repairs to stabilize and rehabilitate the structure. U.S. Forest Service may request funding and/or labor assistance from FOTL, particularly for critical repairs to avoid further deterioration or hazards to public safety.
- c. Provide oversight to FOTL for interim stabilization throughout the project.
- d. Assess viability of moving suitable U.S. Forest Service-owned collections from the PSICC Curation Facility to the Center for display in the Clarion or elsewhere at the Center. To be completed by October 1, 2019.

4. Other Buildings and Grounds at the Heritage Center

FOTL shall:

- a. Provide volunteer staffing and tools for annual maintenance of the Heritage Center grounds prior to initial opening of the Red Rooster visitor center building, under U.S. Forest Service supervision.
- b. Monitor conditions of the vault toilet, parking and picnic areas, buildings, and other areas of the Heritage Center. Monitoring shall, at minimum, include weekly observation of all areas of the Heritage Center during the period the Red Rooster building is open to the public. FOTL will report needs for maintenance or repairs to the U.S. Forest Service as those needs are identified.
- c. Replace the front porch cover on the Fine House building.
- d. Replace the roof on the "chicken coop" building and close the structure as needed.
- e. Refinish and repair picnic tables.
- f. Draft a Master Development Site Plan for expanded historical and geological interpretation for the Heritage Center including:
 1. Interior artifacts and signage for the assay office building
 2. Exterior signage identifying the buildings throughout the Heritage Center
 3. Artifacts/machinery and signage regarding the mining history of the area
 4. Native American use of the area, particularly Mount Bump (assuming previously reported archaeological materials are no longer present, as determined by the U.S. Forest Service).
 5. Improved/expanded display of minerals in the Red Rooster and possibly in the assay building or elsewhere on the grounds.
 6. The plan will include the draft interpretation plan for the Clarion Hotel, if interpretation is appropriate for that building.
 7. Recommendations for upgrading or replacement of existing interpretive signage.

FOTL will submit the draft plan to U.S. Forest Service by December 31, 2019. Execution of the plan is anticipated to be completed by the end of 2020, depending on available funding provided jointly by U.S. Forest Service and FOTL.

U.S. Forest Service Shall:

- a. Provide oversight and tools for annual maintenance and trail work.
- b. Maintain the vault toilet on site, including necessary pumping, cleaning, and provisioning.
- c. Provide materials for refinishing or repair of picnic tables; provide additional tables if available.
- d. Repair and re-stripe parking areas and driveway as necessary.
- e. Identify mining machinery and other equipment that might be installed at the Heritage Center, to be completed by November 1, 2019.
- f. With FOTL, execute the expanded interpretive plan for the Heritage Center by the end of 2022.
- g. Provide and install a "Smokey Bear" Fire Danger sign on site that indicates fire danger rating.

5. Interlaken Resort

FOTL Shall:

- a. Identify efforts immediately necessary for interim stabilization, maintenance, or security of buildings, to be completed in spring 2019 and reported to U.S. Forest Service by June 30, 2019.
- b. Coordinate with U.S. Forest Service regarding development of a stabilization and management plan for the resort complex. Begin consultation on developing a Master Development Site Plan by July 1, 2019 and complete draft plan by October 2022.

U.S. Forest Service shall:

- a. Provide staff commitment to development of a stabilization and management plan identified in 5(b) above.
- b. Determine and execute a plan for redirecting and grading the road from County Road 25 to the trailhead access for Interlaken.
- c. Conduct an annual cleanup day at the Dexter Cabin and surrounding historic grounds with FOTL.

6. Prioritization and Funding

Parties to this Agreement recognize that U.S. Forest Service staff availability or limited funding availability by either party may constrain or delay accomplishment of efforts in this list. Therefore,

- a. In general, highest priority for application of available funding should be efforts to stabilize historic structures at the Heritage Center and Interlaken.
- b. FOTL may identify and solicit grants and donations to be applied to any of the stabilization, restoration, or interpretation efforts identified in this Exhibit, assuming such grants or donations are not in conflict with federal laws and regulations. FOTL will consult with U.S. Forest Service prior to application or solicitation of grants or contributions that would pertain to U.S. Forest Service properties.
- c. U.S. Forest may or may not apply GBGB donation funding collected from the Heritage Center and Interlaken Resort areas.
- d. FOTL and U.S. Forest Service will meet annually in early May to review, prioritize, and finalize the projects and potential funding associated with this agreement.