



FS Agreement No. 21-CS-11041906-062

Weber County Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE AGREEMENT**  
**Between**  
**WEBER, COUNTY OF**  
**And The**  
**USDA, FOREST SERVICE**  
**INTERMOUNTAIN REGION**  
**UINTA-WASATCH-CACHE NATIONAL FOREST**  
**OGDEN RANGER DISTRICT**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Weber, County of, hereinafter referred to as “WC,” and the United States Department of Agriculture (USDA), Forest Service, Intermountain Region, Uinta-Wasatch-Cache National Forest, Ogden 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: Weber County and the U.S. Forest Service, Ogden Ranger District have a long-term relationship of working together to improve and protect the surrounding community. We continue to strive to support goals and challenges within Weber County and on National Forest System (NFS) land by attracting, retaining, and developing an environment where safety, innovation and customer service are paramount.

Title: Pineview Reservoir Recreation Complex Reconstruction - Phase 2 Planning and Design (P&D)

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to provide the framework for authorized planning, design and survey work between the U.S. Forest Service and WC in regards to the Pineview Reservoir Recreation Complex Reconstruction projects in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

The Pineview Reservoir Reconstruction P & D project will address issues of health and public safety by utilizing the amenities of highly developed recreation opportunities. A total of fifteen sites will be analyzed in efforts to address increased and sustained use around the reservoir. These sites include: Pelican/Quist Beach, Spring Creek, Windsurfer/Pineview West Trailhead, Port Ramp, BOR Fishing Access/Salamander Day Use, Old Highway Fishing, Anderson Cove Campground, Bluff Picnic Area (Cemetery Point), Bluff Swimming Area (Cemetery Point), Cemetery Point Boat Ramp, Middle Inlet Beach, North Arm Trailhead, Winter’s Grove Trail and Trailheads, Narrows Fishing/Open Swim, and Pineview Dam.



Improved waste management will be implemented to control trash and human waste at some sites. Parking will be planned and designed to improve traffic flow and reduce public parking on roadways. The project will improve visitor access and the overall experience through the planning and design of improved facilities, up-to-date information, and better overall site and amenity organization. Accessibility is a major consideration; therefore, the existing developed sites will be redesigned for accessibility upgrades to modern standards, and the newly developed sites will address accessibility in the planning and design phase to ensure implementation during the construction of future phases.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The mission of the WC is to provide customer friendly public service and financial stability, ensure public trust, and strive for continuous improvement. WC accomplishes this mission by providing efficient, effective, equitable and appropriate services to the public with a qualified, cooperative, customer-oriented team. WC will conduct the affairs of the County government in such a way as to nurture public confidence and achieve and maintain financial stability. WC will use technology to take advantage of its capabilities, to stay abreast of changes and to maintain a secure environment.

The U.S. Forest Service sustains the health, diversity, and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations. The U.S. Forest Service commitment to land stewardship and public service is the framework within which natural resources are managed. Through implementation of land and resource management plans, the agency ensures sustainable ecosystems by restoring and maintaining species diversity and ecological productivity that helps provide recreation, water, timber, minerals, fish, wildlife, wilderness, recreation and aesthetic values for current and future generations of people.

WC and the U. S. Forest Service will benefit from the ability to work together to provide enhanced communication, community support, natural resource management and protection, public involvement and safety, and sustain the health, diversity and productivity of our local county and National Forest.

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

**III. THE WC SHALL:**

A. LEGAL AUTHORITY. WC 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. PROJECT IMPLEMENTATON.

1. WC shall provide staff for overall coordination of all projects listed below.  
Coordination will include scheduling meetings, reviewing documents, developing



timelines, and ensuring projects are properly documented and communicated between partnership staffs.

2. WC shall implement mitigation measures to reduce visitor impacts: Recreation sites that could receive mitigation measures include: Spring Creek Fishing, Pelican Beach (Quist), Pineview Trailhead, BOR Fishing Access/Salamander Day Use, and Old Highway.
3. WC mitigation measures shall include temporary installation of portable toilets and/or garbage dumpsters. Mitigation measures will be in place seasonally from the execution date of this agreement until the implementation of site improvements is complete.
4. WC shall coordinate mitigation measures with U.S. Forest Service staff.
5. WC will conduct preconstruction surveys of recreation sites, including: Pelican/Quist Beach, Spring Creek, Windsurfer/Pineview West Trailhead, Port Ramp, BOR Fishing Access/ Salamander Day Use, Old Highway Fishing and associated infrastructure and trails connecting sites, and the highwater shoreline elevation bordering sites. Surveys will begin September 2021 and completed by year end 2021.
6. WC will hire a contractor by year end 2021 when surveys are complete. WC shall complete design work for recreation sites by September 2022 with U.S. Forest Service staff.
7. WC shall conduct surveys of sites to the following U.S. Forest Service standards outlined in a statement of work and survey specifications.
8. WC shall transfer finished surveys and data to U.S. Forest Service staff to these statement of work specifications.
9. WC shall work with U.S. Forest Service staff to develop conceptual designs that can be used to developed construction documents for future implementation.
10. WC shall work with U.S. Forest Service staff to develop conceptual designs of the following sites: Spring Creek Fishing, Pelican Beach (Quist), Pineview Trailhead/Port Ramp, BOR Fishing Access/ Salamander Day Use, and Old Highway Fishing.
11. WC shall develop designs and/or contract with Architecture and Engineering (A/E) firms to complete full construction documents for all sites listed above.
12. Construction documents shall meet the intention of the conceptual designs and design narratives, and also meet the requirements listed in an U.S. Forest Service provided example statement of work and specifications.



13. WC shall include U.S. Forest Service staff in county and A/E design reviews. WC shall involve U.S. Forest Service staff in document reviews with WC staff and/or A/E firms and obtain permission to proceed from each stage to the next from U.S. Forest Service engineering staff as outlined in a project statement of work.
14. WC shall develop designs that can be implemented by WC, U.S. Forest Service, or contracted firms. Design documents should capture scopes of work and design specifications appropriate to each partner of this agreement.

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

- A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse WC for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$206,500.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of WC's monthly invoice. Each invoice from WC shall display the total project costs for the billing period, separated by U.S. Forest Service and WC's 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 WCWC's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. WC name, address, and telephone number.
2. U.S. Forest Service agreement number: **21-CS-11041906-062**
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by U.S. Forest Service and WC 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 U.S. 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 must 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: Lisa Thompson at [lisa.thompson3@usda.gov](mailto:lisa.thompson3@usda.gov)

B. PROJECT IMPLEMENTATION.

1. U.S. Forest Service staff shall work with WC project coordinator to schedule meetings, review documents, review contracting documents, and implement project objectives.
2. U.S. Forest Service staff shall coordinate with WC to ensure mitigation measures are carried out within U.S. Forest Service standards and guidelines and communicate any issues promptly to WC staff so that issues can be quickly and efficiently resolved.
3. U.S. Forest Service shall assist with the design of sites around Pineview Reservoir.
4. U.S. Forest Service shall work with WC to complete preconstruction surveys of Pineview recreation sites
5. U.S. Forest Service shall provide a statement of work, specifications, and reference site maps for any preconstruction site surveys.
6. U.S. Forest Service shall review preconstruction surveys for adherence to Statement of Work and specifications
7. U.S. Forest Service shall facilitate conceptual site design sessions.
8. U.S. Forest Service shall facilitate design charrette sessions to capture mutually beneficial site concepts.
9. U.S. Forest Service shall provide WC design narratives for each site that receives a conceptual design charrette session.
10. U.S. Forest Service shall provide conceptual site designs for each site based on design Charrette sessions.
11. U.S. Forest Service shall work with WC to complete Construction Documents for each site receiving conceptual design work.



- 12. U.S. Forest Service shall provide example statement of work and specifications for WC to use when working with A/E firm on recreation facilities.
- 13. U.S. Forest Service shall review all WC and A/E contracted work as specified in the statement of work.
- 14. U.S. Forest Service will provide typical drawings and specifications where appropriate to meet standards that can be utilized at sites (gates, kiosks, etc.). These components will facilitate some consistency at sites around the Reservoir.

**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 WC Contacts:**

<u>WC Project Contact</u>	<u>WC Financial Contact</u>
Gary Myers Engineering Division Director Weber County 2380 Washington Boulevard, #240 Ogden, Utah 84401 Telephone: (801) 399-8771 FAX: (801) 399-8862 Email: <a href="mailto:gmyers@co.weber.ut.us">gmyers@co.weber.ut.us</a>	Scott Park Weber County Comptroller Weber County 2380 Washington Boulevard Ogden, Utah 84401 Telephone: (801) 399-8487 FAX: NA Email: <a href="mailto:spark@co.weber.ut.us">spark@co.weber.ut.us</a>

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

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Lisa Thompson Program Manager U.S. Forest Service Uinta Wasatch Cache National Forest Ogden Ranger District 507 25 <sup>th</sup> Street, Suite 103 Ogden, Utah 84401 Telephone: (801) 625-5850 FAX: (801) 625-5914 Email: <a href="mailto:lisa.thompson3@usda.gov">lisa.thompson3@usda.gov</a>	Marci Bodell Grants Management Specialist U.S. Forest Service Uinta-Wasatch-Cache National Forest 857 West South Jordan Parkway South Jordan, Utah 84095-8594 Telephone: (801) 999-2122 FAX: (801) 253-8118 Email: <a href="mailto:marci.bodell@usda.gov">marci.bodell@usda.gov</a>



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or WC 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 WC, 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.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or WC from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of WC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of WC's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for WC 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, Uinta-Wasatch-Cache 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, Uinta-Wasatch-Cache National Forest will notify the WC when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. WC agree(s) that any of WC's 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 WC has hereby willingly agreed to assume these responsibilities.
- Further, WC shall provide any necessary training to WC's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. WC shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. WC agree(s) that any of WC's employees 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), and WC hereby willingly agree(s) to assume these responsibilities.

WC agree(s) that, except as otherwise provided in this provision below, of WC's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When WC's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of WC's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, WC's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of WC's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

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

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.



- J. ELIGIBLE WORKERS. WC 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). WC 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). WC 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**

WC 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**

WC 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**

WC shall maintain effective control over and accountability for all U.S. Forest Service funds. WC 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**

WC 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. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$206,500.00** are currently available for performance of this agreement through



- December 31, 2022.** The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until WC receives notice of availability confirmed in a written modification by the U.S. Forest Service.
- N. 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 U.S. 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 U.S. Forest Service.
- O. OVERPAYMENT. Any funds paid to WC 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 WC 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 WC.
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.

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

Any unobligated balance of cash advanced to WC 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 120 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 WC.

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.

- Q. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

- R. 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. The cooperator may use whatever format it chooses for reporting performance, including Forest Service form **SF-1500-23**. Notwithstanding, performance reports must contain information on the following:

1. 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.
2. Reason(s) for delay if established goals were not met.
3. Project activities in the upcoming quarter/reporting period.
4. Additional pertinent information.

WC shall submit quarterly 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 WC's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. WC 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. WC 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.

- T. 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).

- U. 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.
- V. FUNDING OF EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of WC'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. Supplies are not equipment.
- W. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land, at the direction or with the approval of the U.S. Forest Service, become 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 of a similar nature. No part of this agreement entitles WC to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

- X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following WC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). WC must maintain cost and price analysis documentation for potential U.S. Forest Service review. WC is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Y. GOVERNMENT-FURNISHED PROPERTY. WC may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. WC 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, WC 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 WC 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 WC's managerial personnel. WC's managerial personnel, in this clause, means WC's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of WC's business; all or substantially all of WC's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. WC shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. WC 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. WC 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, WC 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.
- Z. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the WC's employees, and any participants and volunteers engaged on behalf of the WC and U.S. Forest Service, who will use chainsaws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The WC is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the WC 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 WC's employees, and any volunteers and participants engaged on behalf of the WC and the U.S. Forest Service, who will use chainsaws or crosscut saws on National Forest System lands.
- CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WC 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."***

DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If WC 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 WC 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 WC'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.

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

1. When the U.S. Forest Service and WC 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 WC 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.

Upon termination of an agreement, WC 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 WC for the United States Federal share of the non-cancelable obligations properly



incurred by WC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- FF. 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.
- GG. DEBARMENT AND SUSPENSION. WC 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 WC 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.
- HH. COPYRIGHTING. WC 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:

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

- II. 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.

JJ. 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

KK. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2022** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

LL. 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.

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JIM HARVEY  
Commission Chair  
Weber County

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Date



CHAD HUDSON  
Acting Forest Supervisor  
U.S. Forest Service  
Uinta-Wasatch-Cache National Forest

Date

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

08/25/2021

MARCI BODELL  
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.: **21-CS-11041906-062**  
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	
<b>Direct Costs</b>					
Salaries/Labor	\$266,364.85	\$0.00	\$43,318.37	\$0.00	\$309,683.22
Travel	\$0.00	\$0.00	\$84.00	\$0.00	\$84.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00
Printing	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00
<b>Other: Contracts \$3,500 External Contracts - Mitigation (Dumpsters/Porta Potties/2 Summers); &amp; \$68,000 for Contract - Architecture and Engineering (A&amp;E) Firm, Site Design for 5 Sites</b>	\$0.00	<b>\$204,000.00</b>	\$71,500.00	\$0.00	\$275,500.00
<b>Other: Volunteers - Beach Cleanup</b>	\$0.00	<b>\$0.00</b>	\$0.00	\$11,416.00	\$11,416.00
<b>Subtotal</b>	\$266,364.85	<b>\$204,000.00</b>	\$116,342.37	\$11,416.00	\$598,123.22
<b>Coop Indirect Costs</b>		<b>\$2,500.00</b>	\$2,850.00		\$5,350.00
<b>FS Overhead Costs</b>	\$31,963.78				\$31,963.78
<b>Total</b>	\$298,328.63	<b>\$206,500.00</b>	\$119,192.37	\$11,416.00	\$635,437.00
<b>Total Project Value:</b>					<b>\$635,437.00</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.45%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.55%
Total (f+g) = (h) <span style="float: right;">Page 1</span>	(h) 100.00%

**Instructions:** Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the three (3) financial plan versions and complete. Each version requires identical information and result in calculations and cost analysis that are the same. Version 1 cost analysis data values are automatically entered into the financial plan matrix. Version 2 requires manual entry of the cost analysis data values into the financial plan matrix. Version 3 should be used if there are multiple Cooperators. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1 cost analysis tabs.

#### **Definitions for the Matrix Column Headings:**

- (a) Forest Service Noncash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.
- (b) Forest Service Cash to Cooperator: This is the maximum amount of funding that will be reimbursed or advanced by the Forest Service to the Cooperator. This is an expense to the Forest Service.
- (c) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor. All the costs listed here are an expense to the Cooperator.
- (d) Cooperator In-Kind Contribution: In-kind contribution provided to the Cooperator from a third party organization(s) for use in the project for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.
- (e) Total Project Value: The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

## Definitions for Cost Allowability

(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) Reasonable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

## 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 45 minutes 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.

## WORKSHEET FOR

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

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
Project Manager	Phase 1	\$316.33	30.00		\$9,489.90
District Recreation Staff	Site Mitigation	\$454.67	10.00		\$4,546.70
GS-6 Forestry Technician	Site Mitigation	\$192.97	40.00		\$7,718.80
Volunteer Coordinator	Site Mitigation	\$328.44	20.00		\$6,568.80
Landscape Architect	Preconstruction Survey	\$316.33	20.00		\$6,326.60
Supervisory Engineer	Preconstruction Survey	\$569.72	20.00		\$11,394.40
Civil Engineer	Preconstruction Survey	\$456.85	10.00		\$4,568.50
Ranger	Preconstruction Survey	\$611.69	20.00		\$12,233.80
Forest Recreation Staff	Preconstruction Survey	\$557.47	20.00		\$11,149.40
Landscape Architect	Site Design	\$316.33	221.00		\$69,908.93
GS-6 Forestry Technician	Site Design	\$162.22	261.00		\$42,339.42
Supervisory Engineer	Site Design	\$569.72	30.00		\$17,091.60
Civil Engineer	Site Design	\$456.85	60.00		\$27,411.00
Ranger	Site Design	\$611.69	40.00		\$24,467.60
Forest Recreation Staff	Site Design	\$557.47	20.00		\$11,149.40
					\$0.00

Non-Standard Calculation					
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<b>Total Salaries/Labor</b>	<b>\$266,364.85</b>
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Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00

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

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

Printing				
<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
<b>Non-Standard Calculation</b>				
<b>Total Printing</b>				<b>\$0.00</b>

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

<b>Subtotal Direct Costs</b>	<b>\$266,364.85</b>
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$266,364.85			\$31,963.78
<b>Total FS Overhead Costs</b>				<b>\$31,963.78</b>

Using U.S. Forest Service CY 2021 National Overhead Assessment Rate of 12%.

<b>TOTAL COST</b>	<b>\$298,328.63</b>
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## WORKSHEET FOR

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

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

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
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#### Travel

##### Standard Calculation

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

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
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#### Equipment

##### Standard Calculation

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

##### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
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#### Supplies/Materials

##### Standard Calculation

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

##### Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
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<b>Printing</b>				
<b>Standard Calculation</b>				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
<b>Non-Standard Calculation</b>				
				\$0.00
<b>Total Printing</b>				<b>\$0.00</b>

<b>Other Expenses</b>				
<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
Contract - Architecture & Engineering (A&E) Firm Site Design for 5 Sites (Pelican Beach, Spring Creek, BOR, Old Highway, and Pineview TH/Port Ramp are considered together as one site.)	5.0000	\$40,800.00		\$204,000.00
				\$0.00
<b>Non-Standard Calculation</b>				

<b>Total Other</b>	<b>\$204,000.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$204,000.00</b>
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**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$25,000.00	\$2,500.00
<b>Total Coop. Indirect Costs</b>		<b>\$2,500.00</b>

WC has elected a de minimis indirect cost rate of 10% 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.

<b>TOTAL COST</b>	<b>\$206,500.00</b>
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## WORKSHEET FOR

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

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.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , 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  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . 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
Project Manager	Phase 2 Planning/Design	\$528.48	4.00	\$2,113.92
Engineering Supervisor	Preconstruction Surveys	\$541.04	3.00	\$1,623.12
Staff Engineer	Preconstruction Surveys	\$425.03	3.00	\$1,275.09
Engineer Technician	Preconstruction Surveys	\$364.92	3.00	\$1,094.76
Project Manager	Preconstruction Survey	\$528.48	3.00	\$1,585.44
Project Manager	Preconstruction Survey	\$535.70	3.00	\$1,607.10
Survey Technician	Preconstruction Surveys	\$330.30	27.00	\$8,918.10
Survey Crew	Preconstruction Surveys	\$625.45	16.00	\$10,007.20
Project Manager	Preconstruction Surveys	\$575.26	4.00	\$2,301.04
Parks Staff	Preconstruction Surveys	\$549.58	4.00	\$2,198.32
Surveys Staff	Preconstruction			\$0.00
Commissioner	Preconstruction Surveys	\$694.42	0.00	\$0.00
Office Staff	Preconstruction Surveys	\$388.32	0.00	\$0.00
Purchasing (Direct Costs)	Preconstruction Surveys	\$460.24	0.00	\$0.00
Law Review	Preconstruction Surveys	\$643.35	0.00	\$0.00
Planning	Preconstruction Surveys	\$487.49	4.00	\$1,949.96
Project Manager	Site Design	\$528.48	4.00	\$2,113.92
Engineer Supervisor	Site Design	\$541.04	4.00	\$2,164.16
Staff Engineer	Site Design	\$425.03	4.00	\$1,700.12

Parks Staff	Site Design	\$575.26	4.00		\$2,301.04
Project Manager	Site Mitigation	\$528.48	1.00		\$528.48
Parks Manager	Site Mitigation	\$575.26	2.00		\$1,150.52
Parks Staff	Site Mitigation	\$200.00	4.00		\$800.00
<b>Non-Standard Calculation</b>					

<b>Total Salaries/Labor</b>					<b>\$43,318.37</b>
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<b>Travel</b>					
<b>Standard Calculation</b>					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
County Vehicle	5.00	\$0.56	30.00		\$84.00
					\$0.00
<b>Non-Standard Calculation</b>					

<b>Total Travel</b>					<b>\$84.00</b>
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<b>Equipment</b>					
<b>Standard Calculation</b>					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
<b>Non-Standard Calculation</b>					

<b>Total Equipment</b>					<b>\$0.00</b>
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<b>Supplies/Materials</b>					
<b>Standard Calculation</b>					
Supplies/Materials		# of Items	Cost/Item		Total
Survey Equipment		\$200.00	7.00		\$1,400.00
					\$0.00
<b>Non-Standard Calculation</b>					

<b>Total Supplies/Materials</b>					<b>\$1,400.00</b>
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<b>Printing</b>					
<b>Standard Calculation</b>					
Paper Material		# of Units	Cost/Unit		Total
Planning Documents, Signs		500.00	\$0.08		\$40.00
					\$0.00
<b>Non-Standard Calculation</b>					

<b>Total Printing</b>					<b>\$40.00</b>
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**Other Expenses****Standard Calculation**

Item	# of Units	Cost/Unit	Total
<b>Weber County</b> External Contracts - Mitigation (Dumpsters/Porta Potties/2 Summers)	1.00	\$3,500.00	\$3,500.00
<b>Weber County &amp; U.S. Forest Service</b> External Contracts - Architecture & Engineering (A&E) Firm Site Design for 5 Sites (Pelican Beach, Spring Creek, BOR, Old Highway, and Pineview TH/Port Ramp are considered together as one site.)	5.00	\$13,600.00	\$68,000.00

\$0.00

**Non-Standard Calculation****Total Other****\$71,500.00****Subtotal Direct Costs****\$116,342.37****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$28,500.00	\$2,850.00
<b>Total Coop. Indirect Costs</b>		<b>\$2,850.00</b>

WC has elected a de minimis indirect cost rate of 10% 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.

**TOTAL COST****\$119,192.37**

## WORKSHEET FOR

### Cooperator In-Kind Contribution Cost Analysis, Column (d)

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.

#### Salaries/Labor

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

#### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
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#### Travel

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

#### Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
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#### Equipment

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

#### Non-Standard Calculation

<b>Total Equipment</b>	<b>\$0.00</b>
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#### Supplies/Materials

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

#### Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$0.00</b>
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#### Printing

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

#### Non-Standard Calculation

<b>Total Printing</b>	<b>\$0.00</b>
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**Other Expenses****Standard Calculation**

Item		# of Units	Cost/Unit	# of Hours	Total
Volunteers - Beach Cleanup (50 volunteers working half a day, twice a year). Using April 2021 Independent Sector rate of \$28.54 per hour.		50.00	\$28.54	8	\$11,416.00
					\$0.00

**Non-Standard Calculation****Total Other****\$11,416.00****Subtotal Direct Costs****\$11,416.00****TOTAL COST****\$11,416.00**