

AGENDA  
FOR THE REGULAR  
CITY COUNCIL MEETING  
FOR THE CITY OF THORNE BAY  
CITY HALL COUNCIL CHAMBERS,  
TUESDAY, April 3, 2018  
@ 6:30 P.M.

The meeting will be preceded by a workshop beginning at 6:00 p.m.

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS: City Administrator & City Clerk Report:
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
  - A. Approval of the Minutes for the March 6, 2018, Regular City Council Meeting, discussion and action item:
10. NEW BUSINESS:
  - A. Appointment of City Council Seat E, for a term of 6 months expiring upon certification of the next Regular General Election October 15, 2018, discussion and action item:
  - B. Appointing a new Village Public Safety Officer for Thorne Bay, discussion and action item:
  - C. Approval of Disposal of Scrap Metal Agreement, between the City of Thorne Bay, and the City of Coffman Cove, Alaska, discussion and action item:
  - D. Approval of Monthly RV Park Rental for Nichole Pope, discussion and action item: (Currently there is a 21-day maximum stay limit for new RV Park tenants)
  - E. Review of use and location options for City RV Park (s), discussion and possible action item:
  - F. Review and approval of Cost Share Agreement between City of Thorne Bay and USDA Forest Service, for Thorne Bay Claw Trail, discussion and action item:
13. EXPENDITURES EXCEEDING \$2,000.00:
  - A. Approval of expenditure in the amount of \$4,800.00, to Organized Village of Kasaan (OVK), for Brushing South Thorne Bay Road, discussion and action item:
  - B. Approval of expenditure in the amount of \$2,880.00.00, to the Organized Village of Kasaan (OVK), for Brushing Step Road, discussion and action item:
14. EXECUTIVE SESSION: The Council May adjourn to executive session.
15. CONTINUATION OF PUBLIC COMMENT:
16. CONTINUATION OF COUNCIL COMMENT:
17. ADJOURNMENT:

**AGENDA Posted & Published: March 29, 2018 - City Hall (2), A&P, SISD, USFS, The Port, Thorne Bay School, City Website @ [www.thornebay-ak.gov](http://www.thornebay-ak.gov);**

# AGREEMENT

## FOR THE DISPOSAL OF SCRAP METAL

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Thorne Bay**, whose address is 110 Freeman Drive, Thorne Bay, Alaska 99919, herein called "**Thorne Bay**," and the **City of Coffman Cove**, whose address is \_\_\_\_\_, herein called "**Coffman Cove**."

**NOW, THEREFORE, IT IS AGREED**, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein, and made a part hereof, as follows:

**Section 1:**    **Agreement.** Thorne Bay has entered into an agreement with Industrial Waste Services to transport and dispose of Scrap Metal from the City of Thorne Bay and the City of Coffman Cove. A copy, is attached, and hereby made a part of this agreement as Exhibit A and Exhibit B

**Section 2:**    **Thorne Bay.** Thorne Bay hereby agrees to include the removal of scrap metal from Coffman Cove scrap metal pile as part of their agreement with Industrial Waste Services as shown on the attached Exhibits. Coffman Cove agrees to provide Industrial Waste Services an estimated 125 tons located at Coffman Cove's scrape metal site. Thorne Bay Shall receive in full any Scrap Metal Rebates that may be shared by Industrial Waste Services for scrap metal removed from Coffman Cove and Thorne Bay.

**Section 3:**    **Coffman Cove.** Coffman Cove shall provide and estimated 125 tons of scrap metal located at the Coffman Cove scrap metal site. All scrape Shall be prepared to the standards stated in Exhibit A. In the event Industrial Waste Services must charge any fees to prepare the scrap metal or collect scrap metal from other than the designated scrap metal site, Coffman Cove Shall bear the entire cost of the additional expenses. All material not removed shall remain the property of Coffman Cove.

**Section 4:**    **Scope of Work.** See Attached Exhibits.

WHEREFORE the parties have entered into this agreement the date and year as herein set forth:

DATED THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

CITY OF THORNE BAY

CITY OF COFFMAN COVE

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**

**SOUTHEAST ALASKA SCRAP METAL PROJECT**



## Scope of Work Exhibit A

This Scope of Work is dated March \_\_, 2018 to the Industrial Waste Services Agreement dated March \_\_, 2018 between Waste Management National Services, Inc. ("WMNS") and the city of Thorne Bay, located on the Prince of Wales Island ("POW"). In addition to this, Thorne Bay has an agreement with Coffman Cove for managing all their scrap steel and allowing WMNS access to the Coffman Cove landfill / transfer station (see attached agreement). WMNS will provide all the equipment and labor for the SEASWA Scrap Metal Collection project for the city of Thorne bay and Coffman Cove. Only scrap metal stored at the Thorne Bay and Coffman Cove landfill / transfer station will be collected. The scrap metal will be loaded into 40 yard boxes, end-dump trailers or flat-bed trucks for transportation in DOT approved vehicles to the Kidco Dock and loaded onto the barge. WMNS has put together a detailed timeline for this project that includes the number of work days and loads being hauled from the landfill daily. See Exhibit B for the schedule.

WMNS will retain 100% of the value of the scrap metal collected, in return for the cost of the collection and transportation cost from the POW communities to the recycler. The communities will not be billed for any of the collection, over the road transportation or marine transportation cost for this project. All scrap metal will be removed from each landfill / transfer stations within the number of work days on the schedule.

WMNS will be onsite in Thorne Bay and Coffman cove April 12 thru April 22							
<i>Thorne Bay / Coffman Cove - 875 tons to load &amp; haul to the Kidco Dock 10 days / 12 hours / day to haul 87 tons/day</i>							
Location	Estimated Tons	Cost for sorting & hauling to dock	Cost for marine transportation	Total Cost	Scrap Rebate Per Ton	Scrap Metal Rebate	Cost Less Scrap Metal Rebate
Thorne Bay	750	\$77,585.45	\$107,457.26	\$185,042.71	\$247.50	\$185,625.00	\$582.29
Coffman Cove	125	\$17,909.54	\$12,930.91	\$30,840.45	\$247.50	\$30,875.00	\$34.55

Includes	Work Hours	Total Hours
1- Project Managers	12	120
2- Excavator / Operator	12	240
2- Truck Drivers	12	240
2- Labores / Cutter	12	240

**Other specific items required to be removed:**

- Removal of all junked steel fuel tanks. (All fuel tanks will have been drained and cleaned prior to WMNS arrival).
- Removal of all white goods from the landfill. (All Freon will have been removed prior to WMNS arrival).
- Removal of all junk vehicles. (All fuels, engine oil, automatic transmission fluid, and batteries will have been removed prior to WMNS arrival).
- Miscellaneous metal trailer frames in and around the junk car pile shall also be removed.

**WMNS will be responsible for the following:**

- Cost for mobilization and demobilization of all personnel and equipment to the Prince of Wales Island.
- All the equipment, labor, fuel, travel and per diem for collection of the scrap metal.
- Wharfage and dock fees to be donated by Klawock Heenya Corporation.
- All ground and marine transportation to remove scrap metal from the Prince of Wales Island communities.
- Loading and unloading of the barge.
- Transportation to the scrap metal recycler in Portland, OR. (All scrap metal will be recycled and processed at a domestic steel mill and repurposed for use in the USA).
- Checking all vehicles to make sure they are emptied of all fluids, and if not notifying the landfill /transfer station manager.
- Checking all white goods to make sure all Freon is emptied, and if not notifying the landfill / transfer station manager.
- Cutting of all metal that is too large to transport.
- The landfill / transfer station will provide weight tickets for all loads transported off site during normal business hours and WMNS will record the weights when the landfill / transfer station is not open. WMNS will provide daily summaries reports for tonnages transport.
- Recycling the scrap metal at a company that meets all local, state, or federal regulations.

**Miscellaneous Conditions:**

- Areas of the landfill and public roadways used for hauling shall be policed at the end of the work day and all debris and trash attributed to the scrap metal hauling operation shall be picked up and disposed of properly.
- WMNS will perform and schedule work so that it does not affect the daily operation of the landfill / transfer station.
- Loading operations may take place 12 hours per day, until all scrap is removed from the site. The city of Thorne Bay will make any reasonable accommodations for WMNS to access both sites during the work.
- WMNS will be responsible for keeping the sites secure when work is performed outside of the regular business hours of the facility.

**WMNS will provide the following disposal options at the listed rates:**

**Vehicles with fluids:**

The communities are responsible for draining fluids from all vehicles and equipment. Should WMNS encounter vehicles with fluids, WMNS will manage these fluids with approval from the Landfill Manager at the below rate. Drained fluids will be placed into DOT approved 55 gallon drums, labeled, and left onsite.

Passenger Vehicle	\$245.00 ea.
Semi- Tractor	\$245.00 ea.
Heavy Equipment	\$350.00 ea.

**Waste Tires:**

The tires from the communities are categorized into three sizes and two types. The sizes are Passenger, Truck, and OTR (large tractor, loader, etc.) The types are tires with rims and tires with no rims. Each tire comes with a different disposal price. The price is a quoted as a per tire price. Below are the rates:

**Tires (loose) with no rim:**

Passenger	\$2.00/each
Semi-Truck	\$8.75/each
OTR	\$89.38/each

**Tires (loose) with rim:**

Passenger	\$5.25/each
Semi-Truck	\$21.00/each
OTR	\$140.63/each

**Freon:**

Should WMNS encounter white goods that contain Freon, WMNS will remove the Freon with the approval from the Landfill Manager at the rate of \$28.50 per unit.

Bob Hartwell      3/27/2018  
Date

Bob Hartwell  
Mayor Pro Temp  
City of Thone Bay

\_\_\_\_\_  
Eric Dixon  
Vice President  
Waste Management National Services, INC.

\_\_\_\_\_  
Date





www.tongasselectric.com

## Electrical Estimate

SUBMITTED TO: City of Thorne Bay  
CONTACT: Wayne Benner  
PHONE: 907-828-3380  
PROJECT: Proposal - Thorne Bay RV Park Electrical Upgrades  
DATE: January 8, 2017

The purpose of this document is to provide the City of Thorne Bay with recommendations and a cost estimate to upgrade the electrical system at the Thorne Bay RV Park.

The existing electrical system at the RV Park is not up to National Electrical Code standards. During a site visit, we observed exposed wiring that should be enclosed in conduit, deteriorated outlets as well as other deteriorated electrical equipment and inadequate service lines. Most significant are the deteriorated wooden electrical poles which hold up the service wire.

We recommend abandonment of the existing overhead system, installation of an underground system and removal of the old electrical components including the existing wooden power poles. The new electrical system would include the following components:

- (1) 15 socket meter base with riser
- (14) 100 amp underground feeders buried in conduit at depths specified by National Electrical Code.
- (14) RV-type pedestals, each with a 50 amp, 30 amp and 20 amp receptacle. Locations to be specified by City of Thorne Bay.

The estimated cost for the City of Thorne Bay to hire an electrical contractor to complete this work ranges from \$45,000 to \$65,000 including labor and materials. Factors that could keep the cost at the lower end of the range include:

- The City's ability to participate in the project such as using City personnel for demo of the poles and ditching or providing a small machine to use for ditching.
- Selection of less expensive pedestals.
- Existing utility locations being clearly defined and "easy digging" could result in lower costs for the trenching work.

Please let us know if you have any questions.

Business License #: 1041324  
Contractor License #: 114300  
Electrical Administrator #: EADE1432

PO Box 18176 114 NW Coho Drive Coffman Cove, Alaska 99918  
heatalaska@gmail.com

3250 > per hook up \$3950 average / hook up

1/3

shaft conveyor Gear Case ←  
Flink 8600 hopper spreader

Electric  
only

New RU Park → 7 sites \$22,500 - ~~\$2500~~  
\$19,750

Old RU Park → 5 sites \$16,250 - ~~\$23,250~~  
\$19,750

B New Park Option 1

Water / Sewer / Power / Road 7 sites

B New Park Option 2

Power for 7 sites / rd / Common Water & Dumpstation

C Old RU Park Option 1 Rent

Water / Sewer / Power for 5 sites (Includes credits)

C Old RU Park Option 2 Sell

Same as Rent

New Water / Sewer Connections \$5000

New Roads / Fence \$15,000

Repair Water / Sewer Connections \$2500

Repair Roads \$5500

B	Option 1	<u>7 Sides</u>	Power (7) (3950)	27,650
	(Can be Phased)		Water/Sewer (7) (5000)	35,000
	3/3/Crew truck			<u>\$62,650</u>
			Road/Fence	\$15,000
				<u>\$77,650</u>

B	Option 2		Power 7 (3950)	27,650
	(Can be Phased)		Water/Sewer Dump 1 (5000)	5000
	5/3/Crew truck		Road/Fence	<u>15000</u>
				<u>\$47,650</u>

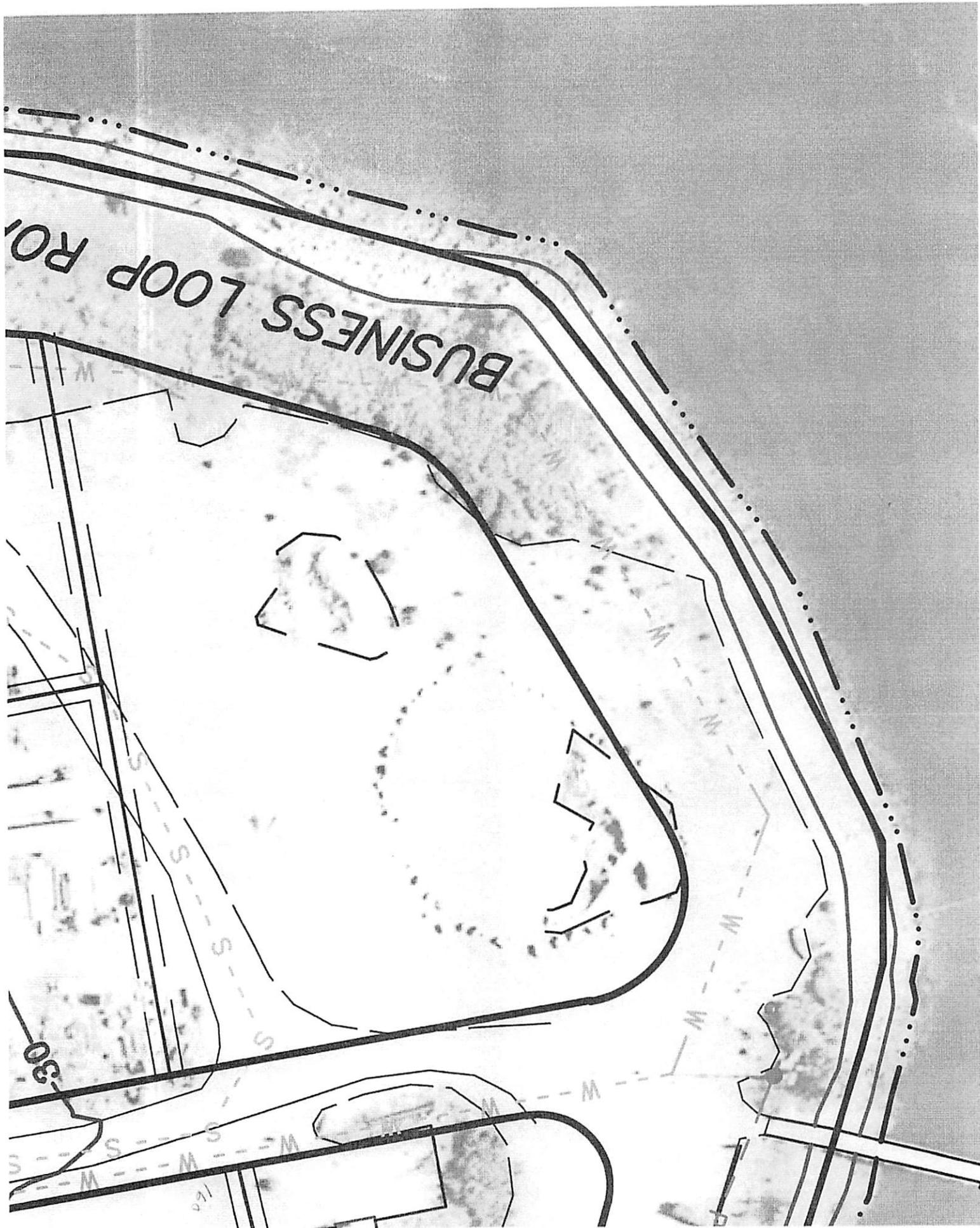
	Existing Upgrade		Power (14) (3950)	\$55,300
			Water/Sewer (14) (2500)	35,000
			Roads	<u>5500</u>
				<u>\$95,800</u>

C	Option 1		Power (5) (3950)	\$19,750
			Water/Sewer (5) (2500)	12,500
			Roads	<u>5500</u>
				<u>\$37,750</u>

B	Option 1	4 Sites	Power (4) 3950	15,800
			Water/Sewer (1) 5000	5,000
			Water/Sewer Dump 5000	5,000
			Road/Fence	<u>15,000</u>
				<u>\$40,800</u>

6 rented Yr Round 300

21,600  
 21,600 3Yr 01







A lot  
15x6







FS Agreement No. \_\_\_\_\_

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

**CHALLENGE COST SHARE AGREEMENT**  
**Between The**  
**CITY OF THORNE BAY**  
**And The**  
**USDA, FOREST SERVICE**  
**ALASKA REGION, TONGASS NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Thorne Bay, hereinafter referred to as “the City,” and the USDA, Forest Service, Tongass National Forest, Craig/Thorne Bay Ranger Districts hereinafter referred to as the “U.S. Forest Service,” under the authority:

Background: The Prince of Wales RAC board convened in July 2016 to review applications and to dedicate RAC funding to the selected projects. At this meeting they approved funding the construction of the Thorne Bay Claw Trail

Title: Thorne Bay Claw Trail

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to construct a trail from the City of Thorne Bay to the “claw” in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

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

**Forest Service Benefits:** This project benefits the Forest Service by helping the agency to provide high quality recreation opportunities to the public. Representatives of the public from Prince of Wales communities and organizations have prioritized this project. The Thorne Bay Claw is an interpretive area used by locals and tourist alike. The agency is dedicated to completing RAC grant projects and meeting the priorities of Prince of Wales Island communities, organizations and tribes.

**The City of Thorne Bay benefits:** The city benefits by providing a trail for recreational purposes for the public as well as benefiting local businesses through tourism. This trail will provided a safe way for all users to get to the Claw Interpretive area.



Mutual Benefits: Both partners benefit through development of a skilled workforce in the local communities, providing high quality facilities for recreationists using the Tongass National Forest, and strengthening relationships between local communities, organizations and tribes.

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

### III. The City SHALL:

- A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may not be used by the City as part of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The City will not be granted access to U.S. Forest Service facilities and/or computer systems as part of this agreement
- D. Thorne Bay Claw Trail: The City shall build a trail from the junction Sandy Beach road and Shoreline Drive to the Claw Interpretive area
- E. The City shall provide labor, D-1 aggregate, fill material and retaining logs.

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

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$26,436, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the City's Quarterly invoice. Each invoice from the City must display the total project costs for the billing period, separated by U.S. Forest Service and the City share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the City's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The City name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and The City share with in-kind contributions displayed as a separate line item.



- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement."
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc\_ga@fs.fed.us

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: Judd Manuel, jdmanuel@fs.fed.us

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

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

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Wayne Benner Address: PO Box 19110 City, State, Zip: Thorne Bay AK 99919 Telephone: (907)828-3380 FAX: (907)828-3374 Email: administrator@thornebay-ak.gov	Name: Wayne Benner Address: PO Box 19110 City, State, Zip: Thorne Bay AK 99919 Telephone: (907)828-3380 FAX: (907)828-3374 Email: administrator@thornebay-ak.gov

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>



Name: Judd Manuel Address: 1312 Federal way City, State, Zip: Thorne Bay AK, 99919 Telephone: (907)828-3208 FAX: Email: jdmanuel@fs.fed.us	Name: Address: City, State, Zip: Telephone: FAX: Email:
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B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the City acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the City fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the City has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

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



- E. ENDORSEMENT. Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service R10, Tongass National Forest, Public Affairs Officer to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service R10, Public Affairs Officer will notify the The City when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City hereby willingly agree(s) to assume these responsibilities.

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

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.



To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- J. **ELIGIBLE WORKERS.** The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** the City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. **STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

The City shall maintain effective control over and accountability for all U.S. Forest Service funds. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.



#### 4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

- M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$26,436 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 Forest Service for any payment above this amount until The City receives notice of availability confirmed in a written modification by the 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 Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.



1. The City shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the City did not anticipate at the time of the award must be used to reduce the Federal agency and the City's contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, the City shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, the City shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. HEALTH & HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM (HHS PMS). The City identified for use of this payment system shall designate a financial institution or an authorized payment agent through which a direct deposit may be made in accordance with current HHS PMS system requirements. The Albuquerque Service Center is responsible for soliciting initial enrollment in the HHS PMS. **Any questions concerning payments should be addressed to the Albuquerque Service Center at (877) 372-7248.** Please ask for the Grants and Agreements Payments section. Any subsequent changes to banking information are made by the City through the HHS PMS. The HHS sub-account number(s) for this Agreement is/are:

PROGRAM	HHS SUB-ACCOUNT	AMOUNT
	G	\$
	G	\$

Q. OVERPAYMENT. Any funds paid to the City in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the City to the U.S. Forest Service:



- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the City.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- R. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

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

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.



The City shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with the City's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

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

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- U. 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).

- V. 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.
- W. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/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:

" of the U. S. Forest Service, Department of Agriculture"

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

- X. FUNDING. Federal funding under this agreement is not available for reimbursement of the City's purchase of Equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- Y. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles the City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- Z. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- AA. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, the City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:



- a. The risk is covered by insurance or the City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the City's managerial personnel. The City's managerial personnel, in this clause, means the City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the City's business; all or substantially all of the City's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants Management Specialist, the City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- BB. 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.
- CC. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- DD. 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.

- EE. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City 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."*

- FF. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the City's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.



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

1. When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, the City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the City for the United States Federal share of the non-cancelable obligations properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

HH. 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.

II. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

JJ. COPYRIGHTING. The City 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 the City under this agreement.
- Any right of copyright to which the City purchase(s) ownership with any Federal contributions.

**KK. 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.

**LL. PUBLICATION SALE. The City 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.

MM. 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.

NN. 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.

OO. 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
U.S. Forest Service,

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

\_\_\_\_\_  
Date  
U.S. Forest Service Grants Management Specialist

**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.

**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

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

## 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.

Attachment:

USFS Agreement No.:   
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).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR 1 CONTRIBUTIONS		COOPERATOR 2 CONTRIBUTIONS		(g) Total
	(a)  Noncash	(b)  Cash to Cooperator	(c)  Noncash	(d)  In-Kind	(e)  Noncash	(f)  In-Kind	
<b>COST ELEMENTS</b>							
Direct Costs							
Salaries/Labor							\$0.00
Travel							\$0.00
Equipment							\$0.00
Supplies/Materials							\$0.00
Printing							\$0.00
Other							\$0.00
Other							\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coop Indirect Costs							\$0.00
FS Overhead Costs							\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Project Value:</b>							\$0.00

<u>Matching Costs Determination</u>	
Total Forest Service Share =	(h)
(a+b) ÷ (g) = (h)	#DIV/0!
Total Cooperator Share	(i)
(c+d+e+f) ÷ (g) = (i)	#DIV/0!
Total (h+i) = (j)	(j)
	#DIV/0!

Attachment:

USFS Agreement No.:   
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).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
<b>COST ELEMENTS</b>					
Direct Costs					
Salaries/Labor					\$0.00
Travel					\$0.00
Equipment					\$0.00
Supplies/Materials					\$0.00
Printing					\$0.00
Other					\$0.00
Other					\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coop Indirect Costs					\$0.00
FS Overhead Costs					\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Project Value:</b>					\$0.00

<b>Matching Costs Determination</b>	
Total Forest Service Share =	(f)
(a+b) ÷ (e) = (f)	#DIV/0!
Total Cooperator Share	(g)
(c+d) ÷ (e) = (g)	#DIV/0!
Total (f+g) = (h)	(h)
	#DIV/0!

## 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.

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
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

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

<b>Non-Standard Calculation</b>
---------------------------------

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

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

## 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. 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
Engineering/design/permits				\$5,500.00
Project administration				\$2,100.00
Full Time Laborer x2		\$96.00 X 2	25.00	\$4,800.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Salaries/Labor</b>	<b>\$12,400.00</b>
-----------------------------	--------------------

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

<b>Non-Standard Calculation</b>
---------------------------------

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

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

<b>Non-Standard Calculation</b>
---------------------------------

## 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.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , 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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

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

**Non-Standard Calculation**

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

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Excavator Rental	1.00	\$177.60	25.00		\$4,440.00
Plate Compactor Rental	1.00	\$69.44	25.00		\$1,736.00
Backhoe rental	1.00	\$252.00	25.00		\$6,300.00
Loader Rental	1.00	\$266.40	25.00		\$6,660.00
Flatbed Truck Rental	1.00	\$100.00	25.00		\$2,500.00
Dump Truck Rentals	1.00	\$600.00	8.00		\$4,800.00

## 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.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , 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
Rec operations Manager		\$299.00	1.00	\$299.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$299.00</b>
-----------------------------	-----------------

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

**Non-Standard Calculation**

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

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

**Non-Standard Calculation**

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

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

**Agreements Financial Plan (Short Form)**

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a)  Noncash	(b)  Cash to Cooperator	(c)  Noncash	(d)  In-Kind	
Direct Costs					
Salaries/Labor	\$299.00	\$0.00	\$12,400.00	\$0.00	\$12,699.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$26,436.00	\$0.00	\$0.00	\$26,436.00
Supplies/Materials	\$0.00	\$0.00	\$7,728.00	\$0.00	\$7,728.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$299.00	\$26,436.00	\$20,128.00	\$0.00	\$46,863.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
<b>Total</b>	\$299.00	\$26,436.00	\$20,128.00	\$0.00	\$46,863.00
<b>Total Project Value:</b>					\$46,863.00

<b>Matching Costs Determination</b>	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 57.05%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 42.95%
Total (f+g) = (h)	(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.

# Organized Village of Kasaan

## Department of Transportation

### Cost Estimate

Bill To:

City of Thorne Bay

Date	Staff	Ship Via	Terms
3/27/18	Sara K Yockey	N/A	Due upon receipt

Quantity	Description	Cost	Total
1 week	Brushing Southside Thorne Bay	\$4,000.00	\$4,000.00
200 gallons	Fuel	\$4.00	\$800.00

Subtotal:	\$4,800.00
Miscellaneous:	N/A
Balance Due:	\$4,800.00

PHONE

WEB

# Organized Village of Kasaan

## Department of Transportation

### Cost Estimate

Bill To:

City of Thorne Bay

Date	Staff	Ship Via	Terms
3/27/18	Sara K Yockey	N/A	Due upon receipt

Quantity	Description	Cost	Total
3 days	Brushing – Steep Road	\$800.00	\$2,400.00
120 gallons	Fuel	\$4.00	\$480.00

Subtotal:	\$2,880.00
Miscellaneous:	N/A
Balance Due:	\$2,880.00

PHONE

WEB