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| FS Agreement No. | -     -     - |

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| --- | --- |
| Cooperator Agreement No. |  |

**CHALLENGE COST SHARE AGREEMENT**

**Between**

**Central wasatch commission**

**And The**

**USDA, FOREST SERVICE**

**Salt Lake Raner District**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and betweenCentral Wasatch Commission, hereinafter referred to as “CWC,” and the United States Department of Agriculture (USDA), Forest Service, Salt Lake Ranger District hereinafter referred to as the “U.S. Forest Service,” under the authority:

Background: Providing clean and stocked bathrooms for public use in Big Cottonwood, Little Cottonwood and Mill Creek Canyons is essential. Without clean and stocked bathrooms, visitors use the woods to pee and poop. Water quality, sanitation, and aesthetic concerns result….

Title: Bathroom Cleaning Agreement

1. **PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to provide clean and well stocked bathrooms in the tri-canyon area in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

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

The mission of the Forest Service is to sustain the health, diversity, and productivity of the nation’s forests and grasslands to meet the needs of present and future generations.

* The mission of the Central Wasatch Commission is to implement the Mountain Accord charter, which laid out proposals for addressing four major issue areas specific to the Central Wasatch Mountains: transportation, economic viability, environmental sustainability, and recreation stewardship. The Central Wasatch Commission carries out that objective through its work on the Central Wasatch National Conservation and Recreation Area Act, partnerships with UDOT, UTA, and other transportation agencies to find canyon transportation solutions, and the Environmental Dashboard.

It is of mutual interest to invest in the stewardship of recreational infrastructure in the tri-canyons area.

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

1. **CWC SHALL:**
   1. LEGAL AUTHORITY. CWC 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.
   2. Administer a contract for bathroom cleaning in the tri canyon area, according to the frequency and locations identified in the scope of work.
   3. Ensure quality and consistency bathroom cleaning service.
   4. Coordinate with Forest Service regarding changes to the contract.
2. **THE U.S. FOREST SERVICE SHALL:**
3. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse CWC for the U.S. Forest Service's share of actual expenses incurred, not to exceed $28,600, 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 CWC’s quarterly invoice. Each invoice from CWC shall display the total project costs for the billing period, separated by U.S. Forest Service and CWC ’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 CWC’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. CWC name, address, and telephone number.
2. U.S. 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 U.S. Forest Service and CWC 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: [Zinnia.wilson@usda.gov](mailto:Zinnia.wilson@usda.gov) and steven.brown1@usda.gov

1. Provide CWC with ad hoc information regarding sufficiency of contractor performance.
2. **IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**
3. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

|  |  |
| --- | --- |
| **Cooperator Program Contact** | **Cooperator Administrative Contact** |
| **Blake Perez,**  **41 Rio Grande St**  **SLC Ut 84101,**  **801.702.2522,**  [**blake@cwc.utah.gov**](mailto:blake@cwc.utah.gov) | **Blake Perez,**  **41 Rio Grande St**  **SLC Ut 84101,**  **801.702.2522,**  [**blake@cwc.utah.gov**](mailto:blake@cwc.utah.gov) |

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

|  |  |
| --- | --- |
| **U.S. Forest Service Program Manager Contact** | **U.S. Forest Service Administrative Contact** |
| Name: Steve Brown  Address:  City, State, Zip:  Telephone:  FAX:  Email: | Name: Robert Butler  Address:  City, State, Zip:  Telephone:  FAX:  Email: |

1. 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 CWC acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If CWC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CWC has expended in violation of sections 433 and 434.
2. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CWC 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 CWC, 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.

1. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or CWC from participating in similar activities with other public or private agencies, organizations, and individuals.
2. ENDORSEMENT. Any contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of CWC's products or activities.
3. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CWC 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 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 will notify the CWC when permission is granted.
4. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. CWC agree(s) that any of CWC’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 CWC has hereby willingly agreed to assume these responsibilities.

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

1. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY.  CWC agree(s) that any of CWC’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 CWC hereby willingly agree(s) to assume these responsibilities.

CWC agree(s) that, except as otherwise provided in this provision below, of CWC’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 CWC’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 CWC‘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, CWC‘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 CWC’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, CWC shall provide any necessary training and support to CWC’s employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed.  CWC shall also supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

1. 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.
2. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
3. ELIGIBLE WORKERS. CWC 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). CWC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
4. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). CWC 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).
5. STANDARDS FOR FINANCIAL MANAGEMENT.

**1. Financial Reporting**

CWC 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**

CWC 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**

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

CWC 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.

1. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of $ 28600 are currently available for performance of this agreement through August 1, 2024. 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 CWC receives notice of availability confirmed in a written modification by the U.S. Forest Service.
2. 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.

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.

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.

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.

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.

1. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.
2. CWC shall apply the standards set forth in this Provision to account for program income earned under the agreement.
3. 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 CWC did not anticipate at the time of the award must be used to reduce the Federal agency and CWC’s contributions rather than to increase the funds committed to the project.
4. Unless the terms and conditions of the agreement provide otherwise, CWC shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
5. 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.
6. Unless the terms and conditions of the agreement provide otherwise, CWC 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.
7. OVERPAYMENT. Any funds paid to CWC 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 CWC 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 CWC.

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.

1. 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 CWC 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 CWC.

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.

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

Performance reports must contain information on the following:

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

CWC 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 must be submitted either with CWC’s final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

1. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. CWC 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. CWC 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.

1. 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).

1. 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.
2. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CWC 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:

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

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

1. FUNDING      . Federal funding under this agreement is not available for reimbursement of CWC’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.
2. 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 CWC to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
3. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following CWC’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). CWC must maintain cost and price analysis documentation for potential U.S. Forest Service review. CWC is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.
4. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CWC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
5. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CWC 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."***

1. REMEDIES FOR COMPLIANCE RELATED ISSUES. If CWC 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 CWC 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 CWC’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.

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

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

1. 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.
2. DEBARMENT AND SUSPENSION. CWC 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 CWC 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.
3. COPYRIGHTING. CWC 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 CWC under this agreement.
* Any right of copyright to which CWC purchase(s) ownership with any Federal contributions.

1. 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:
2. 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.
3. 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.
4. 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.
5. 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.

1. PUBLICATION SALE. CWC 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.
2. 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.
3. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 31, 2028 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
4. 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.

|  |  |
| --- | --- |
|  | August 7, 2023 |
| Christopher F. Robinson, Chair  Central Wasatch Commission  ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Jeff Silvestrini, Secretary  Central Wasatch Commission | Date |
|  |  |
| ,  U.S. Forest Service, | Date |

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

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