



FS Agreement No. 18-CS-11091400-022

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between
MARIETTA COLLEGE
And The
USDA, FOREST SERVICE
WAYNE NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Marietta College, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Wayne National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: The Wayne National Forest is in the process of revising its Forest Plan, which will include guidance on the administration of oil and gas activities. Marietta College is a local source of expertise on the science and policy of energy development. Marietta College is willing to partner with the U.S. Forest Service to share expertise and to facilitate engagement with public and industry stakeholders regarding the administration of energy and mineral resources in the new Forest Plan.

Title: Planning and Public Engagement Regarding Nonrenewable Energy

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to analyze and evaluate the best available scientific information relating to oil and gas development in and around the Wayne National Forest, and to work with stakeholders, industry, and the general public to increase understanding of land management and energy development, and to craft a strategy for addressing this issue through forest planning; 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:

The Wayne National Forest is currently engaged in its forest plan revision process, required by the National Forest Management Act; that will result in a revised and updated Forest Plan guiding all resource management activities on the forest. As part of the revision process, the Wayne National Forest will review the availability of federally owned minerals and evaluate the plan components necessary for responsible management of energy resources on the forest. The Wayne National Forest’s intent is to engage, the public,



industry, and subject matter experts in order to use the best available scientific information and develop plan components that are responsive to the concerns of stakeholders. These goals can be achieved by leveraging the expertise in science, policy, mediation, and public education that is available through Marietta College. Partnering with Marietta College will help the Wayne National Forest meet the letter and spirit of the planning rule by applying the best available science and providing broad opportunities for public and stakeholder involvement. Marietta College will provide expert consultation services on the science and engineering of energy development, facilitate meetings with the public and other stakeholders, and provide qualified student interns to help coordinate these efforts.

Marietta College is a private, undergraduate, Liberal Arts College founded in 1835. With areas of study including land and energy management, environmental science, and petroleum engineering, Marietta College hosts students and faculty with interest and expertise relating to energy development and management. With a commitment to community, service, and leadership, Marietta College is well-suited to help facilitate public engagement and education on the topic of energy and mineral resources. An emphasis on practical learning means that faculty and students could benefit by sharing expertise and participating in the Forest Service planning process. Partnering with U.S. Forest Service is also an opportunity for students to gain hands-on experience coordinating between government, industry, and the public, and applying sound principles of land management and planning.

Both the U.S. Forest Service and Marietta College are interested in public education and collaboration that leads to scientifically supported, responsible management and a better understanding of all the natural resources of Southeast Ohio. By working together the U.S. Forest Service and Marietta College are ensuring the local community is more involved with the forest planning process.

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

III. COOPERATOR SHALL:

- A. LEGAL AUTHORITY. Cooperator 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. Participate in any group assembled for the purpose of consultation and cooperation on the subject of the Wayne National Forest plan revision and the management of energy and mineral resources on the national forest. Participation would include faculty presence at group meetings.
- C. Facilitate or mediate, with trained and experienced faculty or staff, any public meetings related to the subject of energy and mineral resources and the Wayne National Forest plan revision.



- D. Supervise students in providing assistance to the Wayne National Forest plan revision efforts in the form of meeting facilitation and planning, research, and writing. This work may occur within the context of a course related to land management and/or petroleum engineering.
- E. Provide expert consultation from faculty related to the science and engineering of nonrenewable energy development in Ohio.
- F. Assist, as requested, in writing, editing, or fact-checking documents related to energy development, and produced by the Wayne National Forest during the plan revision process. This assistance may, in some cases, be provided by students under the supervision of expert faculty or staff.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's quarterly invoice. Each invoice from Cooperator must display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator 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 Cooperator'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. Cooperator name, address, and telephone number.
2. Forest Service agreement number: **18-CS-11091400-022**.
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 Cooperator 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: Dawn McCarthy
Dmccarthy02@fs.fed.us

- B. Collaborate and provide guidance, advice, consultation, and co-leadership with Cooperator to ensure the successful completion of this Agreement. Such collaboration will include but is not necessarily limited to organizing and funding public meetings related to nonrenewable energy development and forest plan revision, providing opportunities for education of students and the public, and engaging with Marietta College students to provide meaningful hands-on learning opportunities in the field of land management and planning.
- C. Provide career development opportunities for students of Marietta College through professional, task-focused interaction with industry stakeholders, and land and energy management professionals throughout multiple government agencies.
- D. Provide students with education and exposure to public land management, resource planning, and regulatory compliance related to energy resources.

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Tina Thomas 215 5 th Street, Thomas Hall Room 118 Marietta, OH 45750 Telephone: 740-236-3870 FAX: Email: cmt003@marietta.edu	Christy Hendershot 215 5 th Street, Thomas Hall Room 118 Marietta, OH 45750 Telephone: 740-376-4633 FAX: Email: dh005@marietta.edu



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Dawn McCarthy 13700 US Hwy 33 Nelsonville, OH 45764 Telephone: 740-753-0527 FAX: 740-753-0118 Email: dmccarthy02@fs.fed.us	Marjorie Tweedale Grants Management Specialist 811 Constitution Ave Bedford, IN 47421 Telephone: 812-276-4744 FAX: 812-279-3423 Email: metweedale@fs.fed.us

B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued 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 Cooperator 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 Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator 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 Cooperator 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 Cooperator, 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 Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator 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 Wayne National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Wayne National Forest will notify the Cooperator when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. Cooperator 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 Cooperator hereby willingly agree(s) to assume these responsibilities.
- Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator 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, audiotape, 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. USDA is an equal opportunity provider, employer, and lender.

- J. ELIGIBLE WORKERS. Cooperator 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). Cooperator 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). Cooperator 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.
- L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Cooperator 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

Cooperator 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



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

Cooperator 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 **\$100,000.00** are currently available for performance of this agreement through **December 1, 2020**. 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 Cooperator 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. OVERPAYMENT. Any funds paid to Cooperator 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 Cooperator 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 Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

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

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

Any unobligated balance of cash advanced to Cooperator 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 Cooperator.

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

- Q. 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.

Cooperator 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 Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cooperator 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. Cooperator 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.

- S. 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).

- T. 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.

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

"Wayne National Forest of the U. S. Forest Service, Department of Agriculture, is in the process of revising its Forest Plan according to the National Forest Management Act. Partnering with local academic institutions helps the Wayne National Forest to achieve its goal of using the best available science to responsibly manage natural resources and to engage with and inform the public throughout the planning process."

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

- V. FUNDING. Federal funding under this agreement is not available for reimbursement of Cooperator'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.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator 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, Cooperator 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 Cooperator 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 Cooperator's managerial personnel. Cooperator's managerial personnel, in this clause, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator 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. Cooperator 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, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. 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.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator 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."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Cooperator 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 Cooperator 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 Cooperator'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.

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

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

- DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- EE. DEBARMENT AND SUSPENSION. Cooperator 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 Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. Cooperator 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 Cooperator under this agreement.
- Any right of copyright to which Cooperator purchase(s) ownership with any Federal contributions.

- GG. 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.

HH. PUBLICATION SALE. Cooperator 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.

II. 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.



JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 1, 2020** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. 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.

Michele Marra 8-6-18
MICHELE MARRA, Vice President for Administration and Finance
Marietta College Date

Anthony V. Scardina 8/7/18
ANTHONY V. SCARDINA, Forest Supervisor
U.S. Forest Service, Wayne National Forest Date

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

Marjorie Tweedale 8/6/2018
MARJORIE TWEEDALE 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.

Attachment: A

USFS Agreement No.:
Cooperator Agreement No.:

18-CS-11091400-022

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	(e) Total	
Direct Costs						
Salaries/Labor	\$4,151.25	\$33,408.55	\$4,500.00	\$0.00	\$0.00	\$42,059.80
Travel	\$0.00	\$272.50	\$0.00	\$0.00	\$0.00	\$272.50
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$2,228.04	\$0.00	\$0.00	\$0.00	\$2,228.04
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$55,000.00	\$21,400.00	\$0.00	\$0.00	\$76,400.00
Other						\$0.00
Subtotal	\$4,151.25	\$90,909.09	\$25,900.00	\$0.00	\$0.00	\$120,960.34
Coop Indirect Costs		\$9,090.91	\$2,590.00			\$11,680.91
FS Overhead Costs	\$0.00					\$0.00
Total	\$4,151.25	\$100,000.00	\$28,490.00	\$0.00	\$0.00	\$132,641.25
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	78.52% (f)
Total Cooperator Share (c+d) ÷ (e) = (g)	21.48% (g)
Total (f+g) = (h)	100.00% (h)

WORKSHEET FOR

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

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

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Partnership Specialist - D. McCarthy	\$350.25	5.00		\$1,751.25
NEPA Planner - D. Giannamore	\$240.00	10.00		\$2,400.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$4,151.25

Travel

Standard Calculation

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

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

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

Non-Standard Calculation

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

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

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

Total Other						\$0.00
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Subtotal Direct Costs						\$4,151.25
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Forest Service Overhead Costs						
Current Overhead Rate	Subtotal Direct Costs				Total	
	\$4,151.25					\$0.00
Total FS Overhead Costs						\$0.00

TOTAL COST						\$4,151.25
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WORKSHEET FOR

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

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

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Hour	# of Hours		Total
Undergraduate interns	5	\$10.00	1000.00		\$10,000.00
Meeting coordination		\$500.00	20.00		\$10,000.00
Meeting facilitation		\$670.43	20.00		\$13,408.55
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$33,408.55

Travel

Standard Calculation

Travel Expense	Employees	Cost/Mile	# of Miles		Total
mileage (.545/mile)		\$0.55	500.00		\$272.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$272.50

Equipment

Standard Calculation

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

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Meeting supplies (paper, copies, audio visual, etc.)	20.00	\$111.40		\$2,228.04
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Supplies/Materials	\$2,228.04
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Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
Oil & Gas Consultation	20.00	\$1,000.00		\$20,000.00
Mediation & Facilitation	20.00	\$1,750.00		\$35,000.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Other	\$55,000.00
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Subtotal Direct Costs	\$90,909.09
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$90,909.09			\$9,090.91
Total Coop. Indirect Costs				\$9,090.91

TOTAL COST	\$100,000.00
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WORKSHEET FOR

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

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

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

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Month	# of Months	Total	
Supervisor for interns	\$450.00	10.00		\$4,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$4,500.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

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

Non-Standard Calculation

Total Equipment		\$0.00
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Supplies/Materials

Standard Calculation

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

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing

Standard Calculation

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

Non-Standard Calculation

Total Printing		\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Meeting rooms	20.00	\$360.00	\$7,200.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Tuition remission	14.00	\$1,014.29	\$14,200.00
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Total Other		\$21,400.00
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Subtotal Direct Costs	\$25,900.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$25,900.00	\$2,590.00

Total Coop. Indirect Costs	\$2,590.00
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TOTAL COST	\$28,490.00
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