



FS Agreement No. 23-PA-11060100-027

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
DESCHUTES COUNTY
And The
USDA, FOREST SERVICE
DESCHUTES NATIONAL FOREST
AND
OCHOCO NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Deschutes County, hereinafter referred to as “Deschutes County,” and the United States Department of Agriculture (USDA), Forest Service, Deschutes and Ochoco National Forests, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended.

Background:

The United States Congress Federal Land Assistance, Management, and Enhancement (FLAME) Act called for strategies to address the current and future wildland fire threat to communities and natural resources which includes the development of a national cohesive wildland fire management strategy. In 2014, The National Cohesive Wildland Fire Strategy (changed to Cohesive Strategy in 2023) was initiated.

“The National Cohesive Strategy is the result of an ongoing partnership that is providing us with a collaborative roadmap for how we better work together across federal, tribal, state, and local governments and with our NGO partners, to effectively manage landscapes,” said Secretary Jewell. Relying on a science-based approach to managing risks, this effort embodies the type of intergovernmental coordination that citizens and communities expect. The framework provided will help guide informed policy and decision-making while increasing our resilience and sustaining our resources.

In the following years since the 2018 Central Oregon Cohesive Strategy Initiative Agreement was put in place, the National Cohesive Wildland Fire Management Strategy has seen several new national initiatives, plans, or phases of the original to include a 2023 Addendum Update. This Cohesive Strategy Addendum Update, spotlights wildland fire critical emphasis areas and challenges that were not identified or addressed in depth in the 2014 National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) framework. It includes enhanced strategic direction and approved modifications to address the identified areas and challenges to Cohesive Strategy implementation over the decades to come.



These critical emphasis areas and key challenges to implementing the Cohesive Strategy identified and examined for the Addendum Update report, led to the following enhancements to the vision and goal statements in the original 2014 strategy.

Updated Vision statement:

- To safely and effectively extinguish fire, when needed; use fire where allowable; manage our natural resources; and collectively, learn to live with wildland fire.

Updated Goals:

- Resilient Landscapes - Landscapes, regardless of jurisdictional boundaries are resilient to fire, insect, disease, invasive species, and climate change disturbances, in accordance with management objectives.
- Fire Adapted Communities - Human populations and infrastructure are as prepared as possible to receive, respond to, and recover from wildland fire.
- Safe, Effective, Risk-based Wildfire Response - All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions.

“It is no longer a matter of if a wildfire will threaten many western communities in these landscapes, it is a matter of when,” said Secretary Vilsack. “The need to invest more and to move quickly is apparent.”

The establishment of this agreement for Oregon Living With Fire (OLWF) provides for direction, leadership, and coordination toward the implementation of the Cohesive Strategy. The Wyden Amendment allows conducting activities on public or private lands for the following purposes:

- Protection, restoration, and enhancement of fish and wildlife habitat and other resources,
- Reduction of risk for natural disaster where public safety is threatened, or
- A combination of both.

Title: Oregon Living With Fire

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for watershed restoration and community protection efforts to meet the intent of the United States Congress’ FLAME Act and Cohesive Strategy, in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The objective of this cooperative project aligns with United States Congress FLAME Act, the Cohesive Strategy and the Chief of the U.S. Forest Service direction. The implementation of this agreement will assist in addressing fuels reduction to protect and enhance critical watersheds, provide for forest resiliency, and increase our ability for an integrated response with cooperators and partners to protect the public.

The objective of this cooperative project aligns with Deschutes County's, dedication to the Cohesive Strategy approach to forest and watershed health and resiliency, fire adapted communities and a cooperative approach to initial response to wildfire. Deschutes County has an economic interest in maintaining and enhancing our National Forests and Grasslands through collaborative processes that make Central Oregon a more desirable location to live and work. In addition, Deschutes County has an interest to protect its citizens and support efforts to integrate response to wildland fire in a fire adapted ecosystem.

As described, the establishment of OLWF will benefit the mission of the U.S. Forest Service and address the interests of Deschutes County. The parties have a common interest in improving current watershed health, and fire and fuels conditions within multiple counties in Central Oregon. The establishment of the coordinator will provide a platform to integrate in a collaborative way across county lines at a landscape scale, and also to inform and educate the public of the benefits of the Cohesive Strategy. This includes addressing land and resource management issues such as forest health and resiliency and watershed enhancement, while providing local opportunities for communities to be better informed and prepared for wildland fire in the fire adapted ecosystems and enhance the cooperative wildland fire response in Central Oregon.

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

III. Deschutes County SHALL:

- A. LEGAL AUTHORITY. Deschutes County 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 non-Federal share of project costs, when applicable.
- B. Serve as the fiduciary agent for Crook, Jefferson and Klamath Counties and their shared interest or representation in all manners pertaining to this agreement.
- A. Work towards developing projects on and off U.S. Forest Service lands as they fit with the Cohesive Strategy Plan. Projects will be recorded through separate appropriate agreements.



- C. Provide a Program Administrator for oversight. Coordinator(s) will also be provided by Deschutes County via contractual services, for OLWF to implement the tasks described below. The Program Administrator and Coordinator(s) will be responsible for:
- Networking and building relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.
 - Facilitating and implementing the program of work as determined by Deschutes County, through consultation of the Steering Committee that includes U.S. Forest Service representation.
 - Coordinate steering committee meetings.
 - Maintain administrative activities and facilitate the day-to-day business of the OLWF.
 - Attend collaborative meetings that support Federal/Local Cohesive Strategy implementation efforts.
 - Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.
 - Create and maintain an interactive web presence for OLWF, U.S. Forest Service, the steering committee, as well as stakeholders and public.
 - Serve as the administrator for the Central Oregon Fire Information website and the OLWF website, including the coordination of all stakeholders regarding roles and responsibilities.
 - Facilitate development of Learning Laboratories to share experiences, provide local guidance, communicate success stories, and provide opportunities for lessons learned.
 - Create and maintain social communications efforts such as Facebook, Twitter, and a regular e-Newsletter to be distributed to partners, cooperators, and the public.
 - Document success stories/lessons learned and share with the steering committee, stakeholders, and the public.
 - “Tell the Story” of all federal, state, local government, and public stakeholders of why and how the Cohesive Strategy is implemented within the OLWF landscape.
 - OLWF will be the strategic convener for cross boundary collaboration.
 - Facilitate development of performance measures and monitoring information to assess effectiveness and accountability of OLWF efforts to implement the Cohesive Strategy.
 - Attend and present at appropriate conferences and meetings.

IV. THE U.S. FOREST SERVICE SHALL:

- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Deschutes County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$300,000.00 as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure



payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Deschutes County's Annual invoice. Each invoice from Deschutes County shall display the total project costs for the billing period, separated by U.S. Forest Service and Deschutes County'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 Deschutes County'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. Deschutes County's 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 the U.S. Forest Service and Deschutes County's 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

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: Kevin Robinson at kevin.l.robinson@usda.gov and Trisha Wardlow at trisha.wardlow@usda.gov

- C. Be an active participant on the OLWF Steering Committee to provide oversight and ensure alignment of U.S. Forest Service policy and direction in support of the Cohesive Strategy.
- D. Provide administrative support, as needed, for this agreement.



- E. Provide information, as requested, that contributes to meeting the intent of the Cohesive Strategy.
- F. Work towards developing projects on and off U.S. Forest Service lands as they fit with the Cohesive Strategy Plan. Projects will be recorded through separate appropriate agreements.

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 Project Contact	Cooperator Financial Contact
Joe Stutler 61150 SE 27 th Street Bend, OR 97702 Telephone: 541-408-6132 Email: joe.stutler@deschutes.org	Robert Tintle 1300 NW Wall Street Bend, OR 97701 Telephone: 541-388-6559 Email: robert.tintle@deschutes.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kevin Robinson 3160 NE Third Street Prineville, Oregon 97754 Telephone: 209 770-8627 Email: kevin.l.robinson@usda.gov	Trisha Wardlow 63095 Deschutes Market Road Bend, OR 97701 Telephone: 541-780-4651 Email: trisha.wardlow@usda.gov
	U.S. Forest Service Agreement Contact
	Lana Cruz Grants Management Specialist Email: lane.cruz@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Deschutes County 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 Deschutes County, at the address shown in the agreement or such other address designated within the agreement.

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

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Deschutes County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Deschutes County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Deschutes County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Deschutes County 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 to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Deschutes County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Deschutes County agree(s) that any of Deschutes County'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 Deschutes County has hereby willingly agreed to assume these responsibilities.

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

- G. MEMBERS OF 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.
- H. 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.

- I. **ELIGIBLE WORKERS.** Deschutes County 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). Deschutes County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Deschutes County 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.
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

Deschutes County 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

Deschutes County 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

Deschutes County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Deschutes County 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 agreement and used solely for authorized purposes.



4. Source Documentation

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

- L. OVERPAYMENT. Any funds paid to Deschutes County 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 Deschutes County 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 Deschutes County.
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.

- M. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Deschutes County shall close out the agreement.

Any unobligated balance of cash advanced to Deschutes County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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 Deschutes County.

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.



- N. 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.

Deschutes County 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 Deschutes County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Deschutes County 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. Deschutes County 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.

- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or 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 (2008 Farm Bill).



- Q. 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.
- R. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Deschutes County 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 reference the Agency as follows:
- “U.S. Forest Service, U.S. Department of Agriculture”
- Deschutes County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Deschutes County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- S. FUNDING. Federal funding under this agreement is not available for reimbursement of Deschutes County’s purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- T. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Deschutes County’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Deschutes County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Deschutes County is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.
- U. GOVERNMENT-FURNISHED PROPERTY. Deschutes County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Deschutes County 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.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Deschutes County 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 Deschutes County 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 Deschutes County's managerial personnel. Deschutes County's managerial personnel, in this provision, means Deschutes County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Deschutes County's business; all or substantially all of Deschutes County's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. Deschutes County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Deschutes County 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. Deschutes County 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, Deschutes County 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.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Deschutes County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Deschutes County 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 of 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."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Deschutes County 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 Deschutes County 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 Deschutes County'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.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and Deschutes County 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 Deschutes County 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 will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, Deschutes County 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 Deschutes County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Deschutes County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- Z. 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.
- AA. DEBARMENT AND SUSPENSION. Deschutes County 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 Deschutes County 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.
- BB. 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.

CC. 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 60 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.

DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through June 29, 2028, which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

EE. 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.

NICK LELACK, Deschutes County Administrator Date
Deschutes County

HOLLY JEWKES, Forest Supervisor Date
U.S. Forest Service, Deschutes National Forest

A.SHANE JEFFRIES, Forest Supervisor Date
U.S. Forest Service, Ochoco National Forest



The authority and format of this agreement (23-PA-11060100-027) have been reviewed and approved for signature.

LANA CRUZ

Digitally signed by LANA
CRUZ
Date: 2023.06.15
07:25:44 -07'00'

LANA CRUZ

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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Exhibit:

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	\$81,476.50	\$0.00	\$36,000.00	\$0.00	\$117,476.50
Travel	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00
Other	\$0.00	\$300,000.00	\$193,715.00	\$0.00	\$493,715.00
Other					\$0.00
Subtotal	\$81,476.50	\$300,000.00	\$287,215.00	\$0.00	\$668,691.50
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$12,221.48				\$12,221.48
Total	\$93,697.98	\$300,000.00	\$287,215.00	\$0.00	\$680,912.98
Total Project Value:					\$680,912.98

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 57.82%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 42.18%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
FS Program Manager	\$326.43	25.00		\$8,160.75
Ochoco Forest Supervisor	\$724.33	35.00		\$25,351.55
Deschutes Forest Supervisor	\$743.27	35.00		\$26,014.45
Deschutes Fuels Program Manager	\$463.35	25.00		\$11,583.75
Ochoco Fuels Program Manager	\$414.64	25.00		\$10,366.00

Total Salaries/Labor	\$81,476.50
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit		Total

Total Printing	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit		Total

Total Other	\$0.00
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Subtotal Direct Costs	\$81,476.50
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	\$81,476.50			\$12,221.48

Total FS Overhead Costs	\$12,221.48
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TOTAL COST	\$93,697.98
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total

Total Salaries/Labor	\$0.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation

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

Total Printing	\$0.00
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Other Expenses

Standard Calculation

Item		Cost per Day	# of Day		Total

Cohesive Strategy Coordinator (FS contribution towards the contractor)		\$600.00	500		\$300,000.00
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Total Other	\$300,000.00
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Subtotal Direct Costs	\$300,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
				\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$300,000.00
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation				
Job Description		Cost/Hour	# of Hour	Total
Project Administrator		\$60.00	600.00	\$36,000.00
Total Salaries/Labor				\$36,000.00

Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
County Meetings (2 night/trip)	2	\$500.00	20	\$20,000.00
Western Regional Meeting (5 nights)	2	\$1,500.00	5	\$15,000.00
WUI Conference-Reno (5 nights)	2	\$1,500.00	5	\$15,000.00
Total Travel				\$50,000.00

Equipment

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

Supplies/Materials

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

Printing

Standard Calculation				
Paper Material		# of Years	Cost/Year	Total
Program of Work Docs and Brochures		5	\$1,500.00	\$7,500.00
Total Printing				\$7,500.00

Other Expenses

Standard Calculation				
Item		# of Days	Cost per Day	Total
Cohesive Strategy Coordinator (Deschutes County contributions toward the contractor)		500	\$357.43	\$178,715.00

Non-Standard Calculation				
Website Maintenance (5 years)				\$15,000.00

Total Other	\$193,715.00
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Subtotal Direct Costs

\$287,215.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$287,215.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$287,215.00