



FS Agreement No. 18-PA-11060100-026
Cooperator Agreement No. DC 2023-402

PARTICIPATING AGREEMENT
Between The
DESCHUTES COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
DESCHUTES NATIONAL FOREST AND OCHOCO NATIONAL FORESTS

This PARTICIPATING AGREEMENT is hereby entered into by and between 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: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background:

U.S. Congress’ FLAME Act called for strategies to address the current and future wildland fire threat to communities and natural resources and to develop 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, 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.

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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.”

For additional background information and documents, go to:

Western Region. *National Cohesive Wildland Fire Management Strategy*
[National Cohesive Wildland Fire Management Strategy Western Region \(wildfireinthewest.org\)](http://wildfireinthewest.org)

The establishment of this agreement of Oregon Living With Fire provides for direction, leadership, and coordination toward the implementation of the Cohesive Strategy. The Wyden Amendment allows for agreements with willing Federal, Tribal, State, and local governments, private and nonprofit entities, and landowners to conduct 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 (OLWF)

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for specific watershed restoration, and community protection efforts to meet the intent of the US 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:



U.S. Forest Service Benefit and Interest:

The objective of this cooperative project aligns with U.S. 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.

Deschutes County Benefit and Interest:

The objectives of this cooperative project align 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.

Mutual Benefit:

As described, the establishment of Oregon Living With Fire (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, inform and educate our publics of the benefits of the Cohesive Strategy. This includes but is not limited to, land and resource management issues such as forest health and resiliency and watershed enhancement, 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. Deschutes County will serve as Fiduciary for Crook, Jefferson and Klamath counties and their shared interest or representation in all manners pertaining to this agreement.
- C. Deschutes County will be responsible for implementing/coordinating projects on county/private lands as they fit with the cohesive strategy plan.



- D. A coordinator(s) will be provided by Deschutes County by contractual services, for Oregon Living With Fire (OLWF) to implement the tasks described below. The Coordinator(s) will be responsible to:
- Network and build relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.
 - Facilitate and implement 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 actives 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, USDA, 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.
 - 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:

- A. 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 \$60,000 as shown in the Financial Plan. 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, invoice on a yearly basis. 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: US Forest Service
Attn: Kevin Robinson
3160 NE Third Street
Prineville, Oregon 97754

- B. 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.
- C. Provide administrative support for the purposes of managing the OLWF agreement.
- D. Provide information as requested that contributes to meeting the intent of the Cohesive Strategy.
- E. Implement projects on U.S. Forest Service lands as they fit with the Cohesive Strategy Plan.

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

- B. **LIABILITY.** On behalf of itself, its officers, directors, members, employees, volunteers, agents, and representatives, each party agrees that it shall be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other party, nor the results thereof. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party’s own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement. Each party further releases and waives all claims against the other party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this Agreement, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the other party’s negligence provided, however, that either party may agree to voluntarily compensate the other for damage to equipment.

Notwithstanding the foregoing, liability of the U.S. Forest Service shall be determined under the Federal Tort Claims Act, and Deschutes County shall be entitled to all applicable protections afforded under local, state, and/or federal law relating to the agreement activities conducted hereunder, either directly or indirectly through its assistance of the U. S. Forest Service, or any government agency.

- C. **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.

- D. 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.
- E. 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.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. 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.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. 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 hereby willingly agree(s) 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 can perform tasks to be completed. Deschutes County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. 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.
- 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. 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.

K. 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.

L. 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.

M. OVERPAYMENT. Any funds paid to Deschutes County more than 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.

N. 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.

O. 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 30 days after the reporting period. The final performance report must be submitted either with Deschutes County final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. 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 include 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.

Q. 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).

R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," 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 Cooperatives, 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.

- S. 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 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.

- T. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Deschutes County 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.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Deschutes County 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.
- V. FLY AMERICA ACT. The Fly America Act of 1974 (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available and when no Federal, statutory exceptions apply. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR Part 301 and are hereby incorporated by reference into this award.
- W. 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 managerial personnel. Deschutes County managerial personnel, in this provision, means Deschutes County directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Deschutes County business; all or substantially all of Deschutes County 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.
- X. OFFSETS, CLAIMS AND RIGHTS. All activities entered 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.
- Y. 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.



- Z. 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.”

- AA. 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.

- BB. 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.

CC. 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.

DD. 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 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.

EE. 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.

FF. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, Deschutes County shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).

GG. COPYRIGHTING. Deschutes County is/are granted sole and exclusive right to copyright any publications developed because 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 shall 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:

1. The copyright in any work developed by Deschutes County under this agreement.
2. Any right of copyright to which Deschutes County purchase(s) ownership with any federal contributions.

HH. PUBLICATION SALE. Deschutes County may sell any publication developed because 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.

IL. 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.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five years after signature date 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.

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 (18-PA-11060100-026) have been reviewed and approved for signature.

XXXXXX

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paper 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 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, ect.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

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

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$14,647.75	\$0.00	\$0.00	\$0.00	\$14,647.75
Travel	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
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	\$3,000.00	\$0.00	\$3,000.00
Other	\$0.00	\$60,000.00	\$52,002.74	\$0.00	\$88,486.00
Other					\$0.00
Subtotal	\$16,295.30	\$60,000.00	\$60,743.00	\$0.00	\$111,133.75
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,629.53				\$1,464.78
Total	\$17,924.83	\$60,000.00	\$60,743.00	\$0.00	\$112,598.53
Total Project Value:					\$112,598.53

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 46.05%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 53.95%
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	5.00	\$1,632.15
Ochoco Forest Supervisor		\$724.33	7.00	\$5,070.31
Deschutes Forest Supervisor		\$743.27	7.00	\$5,202.89
Deschutes Fuels Program Manager		\$463.35	5.00	\$2,316.75
Ochoco Fuels Program Manager		\$414.64	5.00	\$2,073.20
Total Salaries/Labor				\$16,295.30

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

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 Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
Total Printing				\$0.00

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

Subtotal Direct Costs	\$16,295.30
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$16,295.30			\$1,629.53
Total FS Overhead Costs				\$1,629.53

TOTAL COST	\$17,924.83
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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

Travel

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

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 Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses

Standard Calculation				
Item	Cost per day	# of Days		Total
Cohesive Strategy				
Coordinator-Contractor	\$600.00	100.00		\$60,000.00
Total Other				\$60,000.00

Subtotal Direct Costs

\$60,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$60,000.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$60,000.00

WORKSHEET FOR

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

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
CO-Coordiators		\$428	116		\$52,002.00
Total Salaries/Labor					\$52,002.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
County Meetings-2 nights	1	\$500.00	4.00		\$2,000.00
Western Regional Meeting-5 nights	1	\$1,500.00	1.00		\$1,500.00
WUI Conference-RENO-5 nights	1	\$1,500.00	1.00		\$1,500.00
Total Travel					\$5,000.00

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 Units	Cost/Unit		Total
Program of work Docs and Brochures		1.00	\$3,000.00		\$3,000.00
Total Printing					\$3,000.00

Other Expenses					
Standard Calculation					
Item		Cost per day	# of Days		Total
Cohesive Strategy Coordinator- Contractor	428		116		\$52,002.00
Non-Standard Calculation					
Website Design and Maintenance 1 year					
Social Media Services 1 year					
Total Other					\$52,743.00

Subtotal Direct Costs	\$60,002.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$60,743.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$60,002.00
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