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FS Agreement No. 18-PA-11060900-005

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

**PARTICIPATING AGREEMENT**  
**Between The**  
**CLALLAM COUNTY NOXIOUS WEED CONTROL BOARD**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE**  
**OLYMPIC NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between the Clallam County Noxious Weed Control Board, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Olympic National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: 1) 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); and, 2) Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: Invasive plants are becoming a threat to natural systems, including degrading terrestrial and aquatic habitats.

The goal of this project is to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants throughout Clallam and Jefferson Counties. The objective is to coordinate and standardize weed control efforts across jurisdictional boundaries to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

Although activated at the same time, Clallam County Weed Board gained a distinct advantage in terms of viability and stability by the passage of an assessment to fund its weed control program. Jefferson badly struggled to keep a viable presence from a very small general fund. Because Clallam and Jefferson are close neighbors, and weeds travel between the two counties readily, it made sense for Clallam and Jefferson Weed boards to share personnel and thus shore up Jefferson County through a series of joint agreements. This is the approach they have successfully taken for the past 15 years.

This project is a continuation of a program for noxious weed control in Clallam and Jefferson Counties and adjacent federal lands. The project includes: activities to survey, identify and control noxious weeds, coordinate actions and communicate between local and Federal jurisdictions, and the education of citizens.



Title: Clallam and Jefferson County Noxious Weed Inventory and Treatment

## **I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to recognize that certain undesirable plants pose a threat to the natural environmental and economic health of the County and Forest by the displacement of native plant species, and the degradation of livestock forage, wildlife and fish habitat, and recreation values in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Attachment A.

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

The U.S. Forest Service and the County both have the responsibility for controlling undesirable plants watersheds under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest of both parties under this agreement to work together in a cost-effective manner to locate and treat infestations and prevent their spread.

Educational programs will increase public awareness of noxious and invasive plants, and the problems they create by directing the programs at members of the community who work in the Forest, live near it, or recreate in it. Additionally, weed prevention signs and posters would be placed at public gathering points, such as trailheads and campgrounds.

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

## **III. COUNTY SHALL:**

- A. LEGAL AUTHORITY. 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. Meet prior to June 1<sup>st</sup> of each year with the U.S. Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. The Project Work List will be developed and mutually agreed upon by the project contacts before June 1<sup>st</sup>.
- C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:
  1. Conduct or supervise the survey, treatment and disposal (as appropriate) of noxious weeds on Federal lands, and those lands that impact Federal lands, by serving as a vector and seed source for the spread of noxious weeds.



- a. Provide inventory and site location data in an electronic format following U.S. Forest Service protocol, and accomplishment forms for treatment projects.
  - b. Provide copies of County Safety and Herbicide Spill Plan.
2. Attend planning meetings and coordinate with the U.S. Forest Service Invasive Plant Coordinator on the development of a detailed project list for the current year by June 1<sup>st</sup> of each year.
  - a. Provide inventory and site location data in an electronic or paper format, following U.S. Forest Service protocol, to be entered in the Natural Resource Information System (NRIS) by the U.S. Forest Service, and complete the paper accomplishment forms for the U.S. Forest Service to enter into the Forest Activity Tracking System (FACTS) database.
3. Control and eradicate noxious weeds in a manner consistent with U.S. Forest Service policy and applicable environmental rules and documents.
4. Monitor known weed infestations and report to the U.S. Forest Service on locations.
5. Work cooperatively with local weed boards, private landowners, and U.S. Forest Service personnel to control noxious weeds across jurisdictional boundaries.
6. Raise public awareness of noxious weeds and their impacts through a focused educational program.
7. Provide progress reports with invoices for reimbursement and a year-end report that documents the work that has been carried out, overall program effectiveness and recommendations for treatment sites in the next year.
8. Provide bi-weekly communication on invasive plant accomplishments to the U.S. Forest Service Invasive Plant Coordinator during the inventory and treatment season (June 1-September 30).

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

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$56,000.00**, 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 County's annual invoice. Each invoice from County shall display the total project costs for the billing period, separated by U.S. Forest Service and 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



County'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. 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 County 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: 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: Susan Piper  
Olympic National Forest  
1835 Black Lake Blvd. SW  
Olympia, WA 98512  
Email: spiper@fs.fed.us

- B. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:
1. Initiate modifications, including a tracking number and Financial Plan, which will provide specifics for individual work projects and, once executed, become an attachment to this Agreement.
  2. Designate a Program Manager to coordinate U.S. Forest Service activities and facilitate communication between the parties.



3. Designate a qualified U.S. Forest Service representative to communicate availability of Washington Conservation Corps crew, provide technical guidance and conduct field inspections.
4. Through the use of existing agreements, provide a Washington Conservation Corps crew to control and eradicate selected noxious weed sites, when requested and funded by Clallam and Jefferson Counties.
5. Provide a U.S. Forest Service crew to control and eradicate selected noxious weed sites, when requested and available.
6. Provide National Environmental Policy Act (NEPA) requirements for the project, as needed, on National Forest sites.
7. Provide Visitor Information Sites suitable for posting or distributing noxious weed education and awareness information.
8. Maintain a noxious weed Geographic Information System (GIS) data layer of inventory, treatment and monitoring activities.
9. Provide updated inventory and site location database forms that follow U.S. Forest Service protocol for the NRIS database.
10. Provide a U.S. Forest Service radio to the County for communications and safety.

**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
Cathy Lucero Clallam County Noxious Weed Control Board 223 E 4th St, Suite 15 Port Angeles, WA 98362 Telephone: 360-417-2442 FAX: 360-417-2414 Email: clucero@co.clallam.wa.us	Cathy Lucero Clallam County Noxious Weed Control Board 223 E 4th St, Suite 15 Port Angeles, WA 98362 Telephone: 360-417-2442 FAX: 360-417-2414 Email: clucero@co.clallam.wa.us



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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Susan Piper, Terrestrial Program Manager Olympic National Forest 1835 Black Lake Blvd, SW, Suite A Olympia, WA 98512 Telephone: 360-956-2435 Email: spiper@fs.fed.us	Sarah Russell, Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9393 Email: sarahrussell@fs.fed.us

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or 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 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 County from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for 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 County when permission is granted.

F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT.** County agree(s) that any of 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 County hereby willingly agree(s) to assume these responsibilities.



Further, County shall provide any necessary training to County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. 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. 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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

I. ELIGIBLE WORKERS. 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). 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). 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](http://www.sam.gov).
- K. STANDARDS FOR FINANCIAL MANAGEMENT.
1. **Financial Reporting**

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**

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**

County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. 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**

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. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **\$56,000.00** are currently available for performance of this agreement through **November 30, 2019**. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this



amount until County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. 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 County 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, County 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 U.S. Forest Service may require that request a federally approved rate from County's cognizant audit agency no later than 3 months after the effective date of the agreement. County 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 U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to 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 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 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.

O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination County shall close out the agreement.

Any unobligated balance of cash advanced to 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 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 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.

P. 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.

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

Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. 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. 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.

- R. 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).

- S. 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 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.
- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County'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.
- U. PROPERTY IMPROVEMENTS. Improvements placed by County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict).



County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

- W. GOVERNMENT-FURNISHED PROPERTY. County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. 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, 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 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 County's managerial personnel. County's managerial personnel, in this provision, means County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of County's business; all or substantially all of County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. 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. 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, 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. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.



- Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. 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."***

- Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If 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 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 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.

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

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

- BB. 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.
- CC. DEBARMENT AND SUSPENSION. 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 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.
- DD. 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.

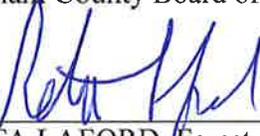
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with 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.

- EE. 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.
- FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through November 30, 2019 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



GG. 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.

  
\_\_\_\_\_  
MARK OZIAS, Chair  
Clallam County Board of Commissioners  
Date 07/19/2016

  
\_\_\_\_\_  
RETA LAFORD, Forest Supervisor  
U.S. Forest Service, Olympic National Forest  
Date 7/16/18

The authority and format of this agreement (18-PA-11060900-005) have been reviewed and approved for signature.

  
\_\_\_\_\_  
DE ETTE M. STOFLETH  
U.S. Forest Service Grants Management Specialist  
Date 6/4/2018

Burden Statement

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Approved as to form only by:

  
\_\_\_\_\_  
Brian Wendt  
Deputy Prosecuting Attorney  
Clallam County

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	\$5,149.33	\$39,396.00	\$9,548.00	\$662.40	\$54,755.73
Travel	\$0.00	\$0.00	\$2,181.37	\$0.00	\$2,181.37
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$3,262.99	\$752.00	\$0.00	\$4,014.99
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$4,598.40	\$0.00	\$0.00	\$4,598.40
Other					\$0.00
Subtotal	\$5,149.33	\$47,257.39	\$12,481.37	\$662.40	\$65,550.48
Coop Indirect Costs		\$8,742.62	\$2,309.05		\$11,051.67
FS Overhead Costs	\$463.44				\$463.44
<b>Total</b>	<b>\$5,612.77</b>	<b>\$56,000.00</b>	<b>\$14,790.42</b>	<b>\$662.40</b>	<b>\$77,065.59</b>
<b>Total Project Value:</b>					<b>\$77,065.59</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.95%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.05%
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
Forest Botanist	\$373.14	13.80	\$5,149.33
			\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$5,149.33</b>
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**Subtotal Direct Costs**

**\$5,149.33**

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
9.00%	\$5,149.33	\$463.44
<b>Total FS Overhead Costs</b>		<b>\$463.44</b>

**TOTAL COST**

**\$5,612.77**

## WORKSHEET FOR

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

#### Salaries/Labor

##### Standard Calculation

Job Description		Cost/Day	# of Days	Total
Coordinator		\$356.00	41.00	\$14,596.00
Field Technician	2	\$155.00	80.00	\$24,800.00
				\$0.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$39,396.00</b>
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#### Supplies/Materials

##### Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Herbicide, PPEs, equipment and repair			\$3,262.99	\$3,262.99
				\$0.00

##### Non-Standard Calculation

<b>Total Supplies/Materials</b>	<b>\$3,262.99</b>
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#### Other Expenses

##### Standard Calculation

Item		# of Days	Cost/Day	Total
Primary Vehicle, transport (insurance, gas, repair of fleet)		80.00	\$57.48	\$4,598.40
				\$0.00

##### Non-Standard Calculation

<b>Total Other</b>	<b>\$4,598.40</b>
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<b>Subtotal Direct Costs</b>	<b>\$47,257.39</b>
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#### Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
18.50%	\$47,257.39		\$8,742.62

<b>Total Coop. Indirect Costs</b>	<b>\$8,742.62</b>
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<b>TOTAL COST</b>	<b>\$56,000.00</b>
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**WORKSHEET FOR**

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

**Salaries/Labor**

**Standard Calculation**

Job Description	Cost/Day	# of Days	Total
Noxious Weed Board Coordinator, Jefferson			\$0.00
Noxious Weed Board Coordinator, Clallam	\$356.00	11.00	\$3,916.00
Weed Specialist	\$256.00	22.00	\$5,632.00
			\$0.00

**Non-Standard Calculation**

<b>Total Salaries/Labor</b>	<b>\$9,548.00</b>
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**Travel**

**Standard Calculation**

Travel Expense	Employees	Cost/Day	# of Days	Total
County Vehicle (gas/mileage, annual maintenance, tires)		\$57.48	38	\$2,181.37
				\$0.00

**Non-Standard Calculation**

<b>Total Travel</b>	<b>\$2,181.37</b>
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**Supplies/Materials**

**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
Backpack sprayer & repair, herbicide, PPE	1.00	\$752.00	\$752.00
			\$0.00

**Non-Standard Calculation**

<b>Total Supplies/Materials</b>	<b>\$752.00</b>
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**Subtotal Direct Costs**

**\$12,481.37**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
18.50%	\$12,481.37	\$2,309.05
<b>Total Coop. Indirect Costs</b>		<b>\$2,309.05</b>

**TOTAL COST**

**\$14,790.42**

### WORKSHEET FOR

### Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

#### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Clallam and Jefferson Weed Board Members	\$240.00	2.76	\$662.40

#### Non-Standard Calculation

Total Salaries/Labor	\$662.40
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**Subtotal Direct Costs**

**\$662.40**

**TOTAL COST**

**\$662.40**

