



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 16, 2020

Department: Public Works

Agenda Planning Date: 9/10/2020

Time required: 5 Mins

☐ Audio/Visual aids N/A

Contact: Russ Dilley

Phone: 503-365-3120

Department Head Signature:

TITLE

Consider approval of Master Challenge Cost Share agreement with USDA, Forest Service for the Cooperative Management of the Little North Fork Recreation Corridor (PW-3220-19)

Issue, Description & Background

Beginning in 2016, Marion County and the U.S. Forest Service began discussing shared objectives for improving and coordinating recreational use management in the Little North Fork (LNF) recreation corridor. Both agencies have responsibility for the management of various recreation and infrastructure facilities within the LNF corridor, and both dedicate similar resources to the management of these sites and facilities, resulting in parallel, duplicative investments. In recent years, the LNF corridor has experienced high levels of visitation resulting in additional pressure on facilities and infrastructure, as well as increased safety concerns within the corridor that are shared by both agencies. In response, the parties have worked together to develop a shared vision for future coordinated management of the corridor. This Master Agreement and its subsequent Supplemental Project Agreements (SPAs) will assist both agencies to pool their resources for staff efficiency and cost effectiveness.

The purpose of this Master Agreement is to document the cooperation between the parties to refine and strategically implement a shared vision for long-term integrated recreational use management in the LNF recreation corridor. Projects may include but are not limited to: operations and maintenance; a joint Corridor Communication Plan; and interagency access passes, fee collections, and visitor information/messaging booths. Any projects will be incorporated into this Master Agreement through future supplemental project agreements to be approved by the Board.

Financial Impacts:

Approving this agreement will allow the parties to explore sharing of funds to achieve project goals through Supplemental Project Agreements

Impacts to Department & External Agencies

Approving this agreement will allow Marion County Parks and U.S. Forest Service to formalize their cooperative management of the Little North Fork recreation corridor

Options for Consideration:

- 1) Approve Master Challenge Cost Share Agreement with USDA, Forest Service
- 2) Withhold approval of Master Challenge Cost Share Agreement with USDA, Forest Service

Recommendation:

County staff recommend approval of Master Challenge Cost Share Agreement with USDA, Forest Service

List of attachments:

Master Challenge Cost Share Agreement (PW-3220-19)

Presenter:

Russ Dilley, Thomas Kissinger



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Thomas Kissinger, TKissinger@co.marion.or.us



Contract #: PW-3220-19

Department: **Finance on behalf of Public Works**

Date Sent: **Thursday, August 27, 2020**

Title: Little North Fork Corridor - Challenge Cost Share Agreement (Master)

Term - Date From: **Upon Signature** Expires: **Dec 31, 2024**

Source Selection Method: Exemption (identify rule/statute)

50-0010

☐ Board Order# _____☐ Feasibility Determination (attach approved form)

☐ Independent Contractor (LECS) approval date:

☒ Federal Funds (attach sub-recipient / contractor analysis)

☐ Insurance Waiver (attach)

☐ Reinstatement (attach written justification)

☐ CIP# (required for all goods /software greater than \$5,000)

☐ Retroactive (attach written justification)

Master Challenge Cost Share Agreement that formalizes cooperative actions between Marion County and US Forest Service in relation to the Little North Fork Recreation Corridor. Master Agreement covers overall goals and strategy, while future Supplemental Project Agreements (SPAs) will cover specific projects and exchange of funds between both parties

Date Finance Received:

BOC Planning Date:

Date Legal Received:

Comments:

REQUIRED APPROVALS:

Finance - Contracts

Date _____

Risk Manager

Date _____

Legal Counsel

Date _____

Chief Administrative Officer

Date _____

Date ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature _____

FS Agreement No. 20-CS-11061800-019

Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
MARION, COUNTY OF
And The
USDA, FOREST SERVICE
WILLAMETTE NATIONAL FOREST**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Marion, County of, hereinafter referred to as “the County,” and the USDA, Forest Service, Willamette National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority of:

1. Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154;
2. Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax Relief Act of 2008, Section 601(a) in division C of Pub. L. 110; or
3. Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The U.S. Forest Service and Marion County have been partnering for decades to accomplish a multitude of natural resource projects. Beginning in 2016, Marion County, through its Public Works Department, and the U.S. Forest Service began discussing shared objectives for improving and coordinating recreational use management in the Little North Fork (LNF) recreation corridor. Both agencies have responsibility for the management of various recreation and infrastructure facilities within the LNF corridor, and both dedicate similar resources to the management of these sites and facilities, resulting in parallel, duplicative investments. In recent years, the LNF corridor has experienced high levels of visitation resulting in additional pressure on facilities and infrastructure, as well as increased safety concerns within the corridor that are shared by both agencies. In response, the parties have worked together to develop a shared vision for future coordinated management of the corridor. This Master Agreement and its subsequent Supplemental Project Agreements (SPAs) will assist both agencies to pool their resources for staff efficiency and cost effectiveness.

Title: Cooperative Management for the Little North Fork Recreation Corridor



I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to refine and strategically implement a shared vision for long-term integrated recreational use management in the LNF recreation corridor. Projects may include but are not limited to: operations and maintenance; a joint Corridor Communication Plan; and interagency access passes, fee collections, and visitor information/messaging booths; in accordance with the following provisions and any incorporated supplemental project agreements.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The goals/mission of the U.S. Forest Service include caring for the land and serving the public. We deliver this by managing the forests for sustainable multiple uses to meet the diverse needs of people, ensuring the health of our natural resources, and providing safe, diverse recreational opportunities for present and future generations.

A core value of the U.S. Forest Service is collaboration and working cooperatively at all levels within and outside the federal government. One of the four Strategic Goals as stated in the U.S. Forest Service 2015-2020 Strategic Plan is to “Deliver Benefits to the Public”. An objective under this goal is to “Connect People to the Outdoors”. National Forest System lands provide recreational settings and opportunities, cultural and heritage resources, scenery, and many other services and benefits. Successfully achieving desired results requires working with a wide range of partners to complement U.S. Forest Service efforts in land stewardship. Successful stewardship includes operating and maintaining recreation sites and facilities in a sustainable, cost-effective manner, for use and enjoyment by our publics.

The goals/mission of the County Public Works and Parks Departments include protecting and enhancing natural and historic resources, providing diverse recreation opportunities that are responsive to changing community needs, providing opportunities for river access and recreation, and developing and enhancing community partnerships.

By pursuing this partnership under the terms of this master agreement and subsequent SPAs, the Willamette National Forest and Marion County Public Works can better deliver their mission and achieve the goals stated above. Specifically, this partnership affords the opportunity to realize a sustainably managed recreation corridor and to deliver quality recreation opportunities to the public. By unifying efforts, expertise, and resources in this popular destination, both agencies will realize operational and programmatic efficiencies, improve public safety, and create a more seamless experience for the public when they visit the Little North Fork Corridor.

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



III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The 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 nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The County may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Identify at least one lead representative and one alternate to collaborate on the LNF Steering Committee in order to achieve the goals outlined herein and in subsequent SPAs.
- E. On behalf of the partnership, liaison with other external partners as necessary and appropriate in order to advance the tasks outlined herein and in subsequent SPAs.
- F. Coordinate with U.S. Forest Service to achieve and implement tasks outlined herein and in subsequent SPAs.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Identify at least one lead representative and one alternate to collaborate on the LNF Steering Committee in order to achieve the goals outlined herein and in subsequent SPAs.
- B. As appropriate, liaison with other external partners in order to advance the tasks outlined herein and in subsequent SPAs.
- C. Coordinate with the County to achieve and implement tasks outlined herein and in subsequent SPAs.

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Russ Dilley, Parks Coordinator 5155 Silverton Road NE Salem, OR 97305-3802 Phone: 503-365-3120 Email: rdilley@co.marion.or.us	Thomas Kissinger, Management Analyst 5155 Silverton Road NE Salem, OR 97305-3802 Phone: 503-566-4139 Email: tkissinger@co.marion.or.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Annette Smits, Rec., Minerals, Lands Staff HC 73, Box 320 Detroit, OR 97360-9800 Phone: 503-854-4208 Email: annette.smits@usda.gov	Debra MacLean, R6 Grants Management Specialist 3040 Biddle Road Medford, OR 97504-4119 Phone: 541-618-2023 Email: debra.maclean@usda.gov
U.S. Forest Service Partnership Program Contact	
Jennifer Sorensen 3106 Pierce Parkway, Ste D Springfield, OR 97477-7910 Phone: 541-510-1102 Email: jennifer.sorensen@usda.gov	

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or



have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the County has expended in violation of sections 433 and 434.

- C. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 the County, at the County's 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.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the 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 Willamette National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services



prior to use of the insignia. The U.S. Forest Service Willamette National Forest will notify the County when permission is granted.

- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT . The County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County hereby willingly agree(s) to assume these responsibilities.
- Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The county shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. 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.



- L. **ELIGIBLE WORKERS.** The 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). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

M. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

The 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

The 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

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

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

N. **INDIRECT COST RATES- PARTNERSHIP**

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages,



fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

O. OVERPAYMENT. Any funds paid to the 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 the 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 the 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.

P. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the County, authorized for use for a new agreement by either party, or waived by the County. A DUNS number and registration in the Central Contractor Registry (CCR) by the County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the County.



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

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the 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.

- R. PROGRAM PERFORMANCE REPORTS. Both parties shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

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

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The 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. The 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 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.

- T. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. 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.
- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

The County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The County is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- W. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the County to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the County on completion of the project, if appropriate.
- X. PROPERTY IMPROVEMENTS. Improvements placed by the County on National Forest System land at the direction or with the approval of the Forest Service become



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 the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

- Y. 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 a conflict). The County must maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Z. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The 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.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, the 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 the 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 the County's managerial personnel. The county's managerial personnel, in this clause, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The 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. The 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, the 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.

AA. COLLABORATION. The U.S. Forest Service and the County may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the County's participation in the project.

BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

CC. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

DD. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The 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."

EE. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the 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 the 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 the the 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.

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

1. When the U.S. Forest Service and the 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 the 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 Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

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



- GG. 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.
- HH. DEBARMENT AND SUSPENSION. The 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 the 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.
- II. 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.

- JJ. COPYRIGHTING The County is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service 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:

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

- KK. PUBLICATION SALE. The County may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

- LL. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- MM. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 04/30/2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

- NN. 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.

BRIAN NICHOLAS, Director
Marion, County of (Public Works)

Date

DAVID M. WARNACK, Forest Supervisor
U.S. Forest Service, Willamette National Forest

Date

The authority and format of this agreement 20-CS-11061800-019 have been reviewed and approved for signature.

DEBRA MACLEAN Digitally signed by DEBRA MACLEAN 4/29/2020
Date: 2020.04.29 12:48:06 -07'00'

DEBRA MACLEAN
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.

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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.



**MARION COUNTY SIGNATURES:
BOARD OF COMMISSIONERS:**

COLM WILLIS, Chair
Marion County Board of Commissioners

Date

SAM BRENTANO, Commissioner
Marion County Board of Commissioners

Date

KEVIN CAMERON, Commissioner
Marion County Board of Commissioners

Date

Authorized Signature: Brian Nicholas 9/2/2020
BRIAN NICHOLAS, Director
Marion County Public Works

Date

Authorized Signature: _____
JAN FRITZ, Chief Administrative Officer
Marion County

Date

Reviewed by Signature: _____
JANE VETTO, Marion County Legal Counsel
Marion County

Date

Reviewed by Signature: _____
CAMBER SCHLAG, Marion County Contracts & Procurement
Marion County

Date