



FS Agreement No. 21-PA-11050500-021

Cooperator Agreement No. _____

**PARTICIPATING AGREEMENT
Between The
SISKIYOU, COUNTY OF
DEPARTMENT OF AGRICULTURE
And The
USDA, FOREST SERVICE
KLAMATH NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between the Siskiyou, County Of Department of Agriculture, hereinafter referred to as "SCDA," and the United States Department of Agriculture (USDA), Forest Service, Klamath National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment, (Public Law 105-227, Section 323 as amended by Public Law 109-54, Section 434, and permentatley authorized by Public Law 111-11, Section 3001).

Background: The U.S. Forest Service and SCDA have a long history of coordination and cooperation in the field of noxious weed management. The SCDA serves as the repository for all noxious weed locations in the county, thus Data sets on public lands are routinely shared. Shared skills in the fields of plant identification and GIS database management aid to solidify and benefit the weed management programs of each agency.

Title: Siskiyou County Department of Agriculture Weed Management Program on Private Lands

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to manage noxious weeds in Siskiyou County and assist in meeting conservation goals for plant species of concern on privately owned lands, in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties to this agreement recognize that certain noxious and non-native invasive plant species pose a threat to the environmental health of the County by the displacement of native plant species, and the degradation of wildlife habitat, forest, range and agricultural lands, and recreational values.



The U.S. Forest Service and SCDA both have the responsibility for controlling noxious and non-native invasive plant species on lands under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestation often occur on adjacent jurisdictions, it is in the interest of both parties to work together in a cost effective manner to locate and treat infestations and prevent their spread. In addition, the sharing of data sets and skills of employees of each agency provide mutual benefits in the management of noxious weeds that know no boundaries.

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

III. SCDA SHALL:

- A. LEGAL AUTHORITY. SCDA 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. Coordinate with the U.S. Forest Service regarding priority treatment areas prior to each field season
- C. Coordinate with the U.S. Forest Service in a timely manner, to discuss problems that may occur during the term of the agreement
- D. Obtain permission from private landowners for weed treatment on their lands.
- E. Follow all laws and regulations regarding the application of herbicides on private lands. Be in total control of material selection, crew supervision, and all equipment and supplies needed to accomplish weed treatment.
- F. Provide the U.S. Forest Service with an annual report by December 31st of each treatment year. Report will include at a minimum: acres covered per species, acres treated per species, and photographs pre/post treatment at priority or heavily infested sites.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse SCDA for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$15,000, 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 SCDA's quarterly invoice. Each invoice from SCDA shall display the total project costs for the billing period, separated by U.S. Forest Service and SCDA'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 SCDA'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. SCDA'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 SCDA 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: Erin Lonergan via email at erin.lonergan@usda.gov.

- B. Coordinate with SCDA regarding priority treatment areas on private and FS lands.
- C. Provide support in determining ownership boundaries for treatments on private and FS lands.
- D. Record all treatments on FS lands in the appropriate databases of record, including the National Resource Inventory System (NRIS) and Forest Activity Tracking System (FACTS).



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
Name: Jodi Aceves Address: 525 South Foothill Drive City, State, Zip: Yreka, CA 96067 Telephone: 530-841-4115 FAX: 530-842-6690 Email: jaceves@co.siskiyou.ca.us	Name: Dian Collier Address: 525 South Foothill Drive City, State, Zip: Yreka, CA 96067 Telephone: 530-841-4111 FAX: 530-842-6690 Email: dian.collier@co.siskiyou.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Erin Lonergan Address: 1711 South Main Street City, State, Zip: Yreka, CA 96097 Telephone: 530-841-4403 FAX: 530-841-4571 Email: erin.lonergan@usda.gov	Name: Chor Yang Address: 3237 Peacekeeper Way, Ste. 101 City, State, Zip: McClellan, CA 95652 Telephone: 916-640-1245 FAX: N/A Email: chor.yang@usda.gov

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



- D. ENDORSEMENT. Any of SCDA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of SCDA's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SCDA 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 SCDA when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. SCDA agree(s) that any of SCDA'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 SCDA has hereby willingly agreed to assume these responsibilities.
- Further, SCDA shall provide any necessary training to SCDA's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. SCDA shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. ELIGIBLE WORKERS. SCDA 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). SCDA 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). SCDA shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

SCDA 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

SCDA 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

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

SCDA 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 \$ 15,000 are currently available for performance of this agreement through April 30, 2026. 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 SCDA 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 SCDA 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, SCDA 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 SCDA's cognizant audit agency no later than 3 months after the effective date of the agreement. SCDA 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 SCDA 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 SCDA 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 SCDA.
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 120 days after expiration or notice of termination SCDA shall close out the agreement.

Any unobligated balance of cash advanced to SCDA 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 SCDA.

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.

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

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. SCDA 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. SCDA 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 Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SCDA 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:

"The Natural Resource Department, Klamath National Forest of the U.S. Forest Service, U.S. Department of Agriculture is in partnership with the Siskiyou County Department of Agriculture."

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



- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of SCDA'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.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the SCDA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). SCDA shall maintain cost and price analysis documentation for potential U.S. Forest Service review. SCDA is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. GOVERNMENT-FURNISHED PROPERTY. SCDA may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. SCDA 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, SCDA 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 SCDA 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 SCDA's managerial personnel. SCDA's managerial personnel, in this provision, means SCDA's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of SCDA's business; all or substantially all of SCDA's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. SCDA shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. SCDA 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. SCDA 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, SCDA 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. SCDA 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. SCDA 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 SCDA 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 SCDA 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 SCDA'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 SCDA 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 SCDA 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, SCDA 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 SCDA for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by SCDA 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. SCDA 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 SCDA 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. COPYRIGHTING. SCDA is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service 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 SCDA under this agreement.
- 2. Any right of copyright to which SCDA purchase(s) ownership with any federal contributions.

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days



prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through April 30, 2026 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

HH. 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.


ANGELA DAVIS, County Administrator
Siskiyou County Administrative Office


Date

RACHEL C. SMITH, Forest Supervisor
U.S. Forest Service, Klamath National Forest

Date

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

CHOR YANG Digitally signed by CHOR YANG
Date: 2021.07.01 14:02:00
-07'00'

CHOR YANG
U.S. Forest Service, Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: USDA Forest Service

Date: _____

see page 1
[Contractor Signatory Name and Designate official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate official capacity in the business]

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

see page 14

Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

[Signature] 9/1/21
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account
1001 206010 542700

If not to exceed, include amount not to exceed: **15,000**

FY 21/22 **15,000**
FY 22/23 **TBD**
FY 23/24 **TBD**
FY 24/25 **TBD**
FY 25/26 **TBD**

Encumbrance number (if applicable):

[Signature] EH 9/10/21
Jennie Ebejer, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] for 09/01/2021
Melissa Cummins, Risk Management (Date)

Attachment: A

USFS Agreement No.: 21-PA-11050500-021
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	\$1,830.00	\$12,791.88	\$3,762.56	\$0.00	\$18,384.44
Travel	\$0.00	\$412.12	\$0.00	\$0.00	\$412.12
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$1,796.00	\$0.00	\$0.00	\$1,796.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$1,830.00	\$15,000.00	\$3,762.56	\$0.00	\$20,592.56
Coop Indirect Costs		\$0.00	\$564.38		\$564.38
FS Overhead Costs	\$219.60				\$219.60
Total	\$2,049.60	\$15,000.00	\$4,326.94	\$0.00	\$21,376.54
Total Project Value:					\$21,376.54

Matching Costs Determination	
Total Forest Service Share =	(f)
(a+b) ÷ (e) = (f)	79.76%
Total Cooperator Share	(g)
(c+d) ÷ (e) = (g)	20.24%
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	\$360.00	3.00	\$1,080.00
Biological Technician	\$150.00	5.00	\$750.00

Non-Standard Calculation

Total Salaries/Labor	\$1,830.00
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Subtotal Direct Costs

\$1,830.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$1,830.00	\$219.60
Total FS Overhead Costs		\$219.60

TOTAL COST

\$2,049.60

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation				
Job Description		Cost/Hour	# of Hours	Total
Vegetation Control Supervisor		\$40.71	81.00	\$3,297.51
Vegetation Control Specialist		\$14.68	82.00	\$1,203.76
Vegetation Control Specialist		\$14.31	452.00	\$6,468.12
Senior Deputy Ag/Comm		\$58.79	31.00	\$1,822.49
Non-Standard Calculation				

Total Salaries/Labor	\$12,791.88
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Travel

Standard Calculation				
Travel Expense	Employees	Cost/mile	# of Miles	Total
Fuel Mileage		\$0.560	735.92	\$412.12
Non-Standard Calculation				

Total Travel	\$412.12
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Units	Cost/Item	Total
Backpacks & Replacements Parts		4.00	\$200.00	\$800.00
Herbicides		332.00	\$3.00	\$996.00
Non-Standard Calculation				

Total Supplies/Materials	\$1,796.00
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Subtotal Direct Costs	\$15,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$15,000.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$15,000.00
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WORKSHEET FOR

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

Salaries/Labor

Standard Calculation

Job Description	Cost/Hour	# of Hours	Total
Senior Deputy Ag/Comm	\$58.79	64.00	\$3,762.56

Non-Standard Calculation

Total Salaries/Labor	\$3,762.56
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Subtotal Direct Costs

\$3,762.56

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
15.00%	\$3,762.56	\$564.38
Total Coop. Indirect Costs		\$564.38

TOTAL COST

\$4,326.94

WORKSHEET FOR

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

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

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

Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$0.00
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Travel

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

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

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

\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

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

\$0.00

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation

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

\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs **\$0.00**

TOTAL COST **\$0.00**