

USDA, Forest Service

OMB 0596-0217  
FS-1500-8FS Agreement No.      ~~2015~~-LE-11051360-0~~2833~~

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

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**COUNTY OF ORANGE SHERIFF-CORONER**  
**And The**  
**USDA, FOREST SERVICE**  
**CLEVELAND NATIONAL FOREST**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the County of Orange acting through its Sheriff-Coroner, hereinafter referred to as "~~the~~ Cooperator," and the USDA, Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: County of Orange Cooperative Law Enforcement Agreement

## **I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to ~~the~~ Cooperator for the intensified portion of this effort.

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

## **II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of ~~the~~ Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.

- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV.J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. 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).

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse ~~the~~ Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display ~~the~~ Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service Payments. *See related Provisions 11-H and IV-1.* The invoice should be forwarded as follows:

**Submit original invoice(s) for  
payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments -Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877)687-4894  
E-Mail: ~~ase\_ga@fs.fed.us~~  
[Sm.fs.asc\\_ga@usda.gov](mailto:Sm.fs.asc_ga@usda.gov)

**Send copy to:**

Anthony Rose, Patrol Captain  
U.S. Forest Service  
Cleveland National Forest  
10845 Rancho Bernardo Rd.,  
Suite 200  
San Diego, CA 92127  
Phone: 858-~~674-~~  
~~2974524-0125~~  
E-Mail: [Donanthony.rose@usda.gov](mailto:Donanthony.rose@usda.gov)

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

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Proeram Contact</b>	<b>Cooperator Administrative Contact</b>
<del>Sandra Hutehens</del> <a href="mailto:DonBarnes@ocsd.org">Don Barnes</a> , Sheriff-Coroner <del>County of Orange.</del> 32550 N. Flower St. Santa Ana, CA 92703 Telephone: 714- <del>834647-66977000</del> Email: <a href="mailto:shutehens@ocsd.org">shutehens@ocsd.org</a>	<del>Bina Iyer</del> <a href="mailto:LynnWilkerson@ocsd.org">Lynn Wilkerson</a> , Law Enforcement <del>Manager County of Orange, Sheriff-Coroner</del> 320 N. Flower St. Santa Ana, CA 92703 Telephone: 714-834- <del>66863352</del> Email: <a href="mailto:Biyer@ocsd.org">Biyer@ocsd.org</a> <a href="mailto:lyamada@ocsd.org">lyamada@ocsd.org</a>

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

USDA, Forest Service

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U.S. Forest Service Program Manager Contact.	U.S. Forest Service Administrative Contact
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste 200 San Diego, CA 92127 Telephone: 858-674-2974/524-0125 FAX: 858-673-6188 Email: <a href="mailto:anthony.rose@usda.gov">anthony.rose@usda.gov</a>	<del>Rita wears</del> <a href="mailto:Ben.Barlahan@usda.gov">Ben Barlahan</a> , Support <del>Assistant Patrol Commander</del> 10845444 <del>Rancho Bernardo Rd., Ste., 200E</del> <del>Bonita Ave</del> <del>San Diegomas</del> , CA 921271773 <del>Telephone: 858909-599-1267/674-296-x-</del> <del>214</del> <del>FAX: 858-673-6188/909-592-1404</del> <del>Email: <a href="mailto:rwears@fs.fed.us">rwears@fs.fed.us</a></del> <a href="mailto:benigno.barlahan@usda.gov">benigno.barlahan@usda.gov</a>

### C. ~~Minimum Wage Requirement~~

~~(a) Executive Order 13658. This contract-like instrument (for purposes of this clause only, contract) is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:~~

~~(b) Minimum Wages.~~

~~(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.~~

~~(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015, and December 31, 2015, must be \$10.10 per hour. The minimum wage must be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the Contracting Officer, or other Agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.~~

~~(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments must be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.~~

~~(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible, therefore, shall be liable for the unpaid wages.~~

~~(5) If the commensurate wage rate paid to a worker on a covered contract whose~~

~~wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor shall pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor shall pay the 14(c) worker the greater commensurate wage.~~

~~(e)(1) Withholding. The Agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be~~

~~withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.~~

~~(d) — Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.~~

~~(e) — The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.~~

~~(f) — Nothing herein must relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor must a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.~~

~~(g) — Payroll Records.~~

~~(1) — The contractor shall make and maintain for 3 years the records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by the authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:~~

~~(i) — Name, address, and social security number,~~

~~(ii) — The worker's occupation(s) or classification(s),~~

~~(iii) — The rate or rates of wages paid,~~

~~(iv) — The number of daily and weekly hours worked by each worker,~~

~~(v) — Any deductions made; and —~~

~~(vi) — Total wages paid.~~

~~(2) — The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.~~

~~(3) — Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the Contracting Officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.~~



~~(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.~~

~~(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.~~

~~(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower tier subcontracts. The prime contractor and any upper tier subcontractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this contract clause.~~

~~(i) Certification of Eligibility.~~

~~(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis Bacon Act, or 29 CFR 5.12(a)(1).~~

~~(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.~~

~~(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.~~

~~(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee shall receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit, the contractor shall increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658.~~

~~To utilize this proviso:~~

~~(1) The employer shall inform the tipped employee in advance of the use of the tip credit;~~

~~(2) The employer shall inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;~~

~~(3) The employees shall be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and~~

~~(4) The employer shall be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.~~

~~(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or~~



~~instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.~~

~~(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract must not be subject to the general disputes clause of the contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives. \_\_\_\_\_.~~

~~(m) Notice. The contractor shall notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor shall post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment. An Annual Operating Plan will be negotiated on a Fiscal year basis. At the end of the year,~~

~~funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, (see related Provision IV-W) funds not spent will be deobligated. An Annual Operating Plan will be negotiated on a Fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligate<sup>4</sup> at the request of the U.S. Forest Service. Upon expiration of th Cooperative Law Enforcement Agreement, (see related Provision IV-W) funds not spent will be deobligated.~~

D.C. \_\_\_\_\_ An Annual Operating Plan will be negotiated on a fFiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, ~~(see related Provision IV-W)~~ funds not spent will be deobligated.

E.D. This agreement has no effect upon ~~the~~ Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

F.E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
2. Specific beginning and ending dates.
3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made
4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
6. Billing frequency requirement(s). *See related Provisions 11-Hand 111-B*
7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
8. A review and signature of a U.S. Forest Service Agreements Coordinator.

G.F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

H.G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of ~~the~~ Cooperator. Law enforcement provided by ~~the~~ Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H.H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

H.I. ~~The~~ Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

K.J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse ~~the~~ Cooperator for only the additional activities requested and not for activities that are regularly performed by ~~the~~ Cooperator.

L.K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this

agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement. .

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether ~~the~~ Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; ~~the~~ Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. ~~The~~ Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. ~~The~~ Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

~~M.L.~~ Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by ~~the~~ Cooperator using any Federal funding. Upon expiration of this agreement ~~the~~ Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7CFR 3016.32.

~~N.M.~~ When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of ~~the~~ Cooperator's purchase of equipment or supplies.

~~ON.~~ When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

~~P.~~ ~~O.~~ Pursuant to 31 U.S.C. 3716 and 7 CPR, Part 3, Subpart B, any funds paid to ~~the~~ Cooperator in excess of the amount to which ~~the~~ Cooperator is/are finally determined to

be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to ~~the~~ Cooperator.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

Q.P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

R.Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITATION 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.

S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contact developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on the public works contracts in excess of \$2,000 and Services Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S Forest Service will award contracts in all situations where their contribution exceeds 50 percent of

~~R.T.~~ This agreement in no way restricts the U.S. Forest Service or ~~the~~ Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

~~S.U.~~ In accordance with Executive Order (E0).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.

~~F.V.~~ Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

~~U.W.~~ This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 202~~4~~<sup>9</sup>

