

FS Agreement No	08-PA-11081300-001
Cooperator Tax ID No.	756001203
Cooperator DUNS No.	
Cooperator Agreement No.	

2/12/08

PARTICIPATING AGREEMENT
between
USDA, FOREST SERVICE
CADDO/LBJ NATIONAL GRASSLANDS
NATIONAL FORESTS AND GRASSLANDS IN TEXAS
and
WISE COUNTY SHERIFF'S DEPARTMENT

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Caddo/LBJ National Grasslands, National Forests and Grasslands in Texas, hereinafter referred to as the Forest Service and the Wise County Sheriff's Department, hereinafter referred to as the Sheriff's Department, under the authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL 94-148), as further authorized by the Consolidated Appropriations Act 2008 (PL 110-161).

A.PURPOSE:

The purpose of this Agreement is for the parties to work cooperatively on making improvements on the LBJ National Grasslands and to provide work training opportunities to inmates.

B.STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Sheriff's Department maintains and operates a correctional facility (County Jail); and

The Sheriff's Department is desirous of participating in a conservation work program as a means of providing healthful, wholesome and educational outdoor activity, valuable job training, and developmental programs for SHERIFF'S DEPARTMENT inmates who are regarded as felony offenders; and

The Sheriff's Department has assigned to the Wise County Inmate Community Service Program (WCICSP) responsibility for administering the aforementioned conservation work program. The WCICSP is vitally interested in the conservation of the natural resources of the United States and is desirous of lending its aid to and support of the protection, development and improvement of the LBJ National Grasslands; and

It is to the mutual benefit of the WCICSP and the FOREST SERVICE to assist and cooperate in a program of intensifying and, where possible, developing the Grassland resources and doing necessary improvement work in such ways as will contribute to the public welfare.

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1. Furnish inmates to assist with district projects that will be approved through the WCICSP.
2. Size of work crew will be determined by the WCICSP representative.
3. The mileage and other pertinent information will be maintained by SHERIFF'S DEPARTMENT personnel when equipment is picked up and returned.
4. Provide all necessary medical attention, including first aid, on the work projects, and shall provide the FOREST SERVICE written instructions outlining the procedure that the SHERIFF'S DEPARTMENT desires to have followed in case of serious injury to or illness of inmates while on work projects.
5. Provide the necessary equipment for the project on hand. The Forest Service will provide some equipment based on the project and it may be picked up at the Forest Service work center located 5 miles west on 287 and transported to the project site. When Forest Service equipment is returned the principle contact for the Forest Service will be notified of any tool/equipment repairs that are needed.
6. Be responsible for housing, feeding, clothing, and transportation to and from work sites for the inmates.
7. Instruct WCICSP work supervisors that they shall receive from the FS principle contact the designation of work to be done and the name of the FOREST SERVICE foreman under whose technical direction the work is to be done.
8. Acquaint FOREST SERVICE personnel providing technical assistance to inmate with policies of the Wise County Inmate Community Service Program. Copies of these policies shall be furnished to the FOREST SERVICE.
9. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned to FOREST SERVICE projects under this agreement; shall provide the necessary security personnel to accompany crews while on project work.
10. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this agreement.

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

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1. Participants placed under this program are not federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any federal benefits such as insurance, retirement, and leave.
 2. The FOREST SERVICE shall not be liable for sickness, accidents, or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the United States.
 3. The SHERIFF'S DEPARTMENT personnel shall submit progress reports/hours worked on the participants under their technical administration upon request from the FOREST SERVICE. The FOREST SERVICE shall not be liable for the misconduct or unauthorized absence of participants.
 4. LIMITATION OF LIABILITY. With respect to this agreement, and to the extent allowable under applicable law and subject to appropriation, each party shall be responsible for the actions, errors, and omissions of its respective employees, agents or representatives.
 5. MAINTENANCE OF EFFORT. Assignment of participant(s) shall not displace existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed.
 6. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is 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 may reduce the debt by:
 - a. Making an administrative offset against other requests for reimbursements.
 - b. Withholding advance payments otherwise due to the cooperator.
 - c. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.
7. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
 8. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).
 9. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
 10. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data regardless of type and

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regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to this agreement shall be retained for a period of 3 years.

11. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

12. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

13. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Sheriff's Department from participating in similar activities with other public or private agencies, organizations, and individuals.

14. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

15. TERMINATION. Any of the parties, in writing, may terminate the instrument 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 the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Excess funds shall be refunded within 60 days after the effective period.

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16. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact
Alfred Sanchez
Caddo/LBJ National Grasslands
PO Box 507
1400 N US 81/287
Decatur, TX 76234

Phone: (940) 627-5475
FAX: (940) 627-6558
E-Mail: afsanchez@fs.fed.us

Cooperator Project Contact
Kyle Meeks
Wise County Inmate Community
Service Program
Wise County Sheriff's Department
200 Rook Ramsey Drive
Decatur, TX 76234
Phone: (940) 627-5971
FAX: (940) 627-3797
E-Mail:

Forest Service Administrative Contact
Tammie Mask
Budget Officer
415 S. First Street
Suite 110
Lufkin, TX 75901

Phone: 936-639-8596
FAX: 936-639-8588
E-Mail: tmask@fs.fed.us

Cooperator Administrative Contact
Martha Nivens
Wise County Inmate Community
Service Program
Wise County Sheriff's Department
200 Rook Ramsey Drive
Decatur, TX 76234
Phone: (940) 627-5971
FAX: (940) 627-3797
E-Mail:
nivensm@sheriff.co.wise.tx.us

17. AVAILABILITY OF FUNDS. Funds in the amount of \$10,710 are currently available for performance of this instrument through September 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2008, until funds are made available to the Forest Service for performance and until the cooperator receives notice of availability by written modification by the Forest Service.

18. DUNS NUMBER (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

19. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money

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and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

20. PAYMENT/REIMBURSEMENT. Reimburse the cooperator for the Forest Service's proportionate share, not to exceed \$10,710, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit monthly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:	Send copy to:
U.S. Forest Service	Alfred Sanchez
Albuquerque Service Center	USDA Forest Service
Payments - Grants & Agreements	Caddo/LBJ National Grasslands
101B Sun Avenue NE	PO Box 507
Albuquerque, NM 87109	Decatur, TX 76234
FAX: (877) 687-4894	Phone: (940) 627-5475
	E-Mail: afsanchez@fs.fed.us

21. **ALTERNATE DISPUTE RESOLUTION.** 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.

22. **ANNUAL OPERATING/FINANCIAL PLAN.** The attached AOP/financial plan

is hereby incorporated and becomes a part of this agreement.

23. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2012 at which time it will expire unless extended.

24. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator 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 written date below.

WISE COUNTY

USDA FOREST SERVICE
NATIONAL FORESTS & GRASSLANDS
IN TEXAS

Bill McElhaney 02/19/08 *Fred Salinas* 3/4/08
BILL MCELHANEY DATE FRED S. SALINAS DATE
County Judge Forest Supervisor

WISE COUNTY SHERIFF'S DEPT.
WISE COUNTY INMATE
COMMUNITY SERVICE PROGRAM

David Walker 2-12-08
DAVID WALKER DATE
Sheriff

The authority and format of this instrument has been reviewed and approved for signature.

/s/ Michael R. Harper 2/12/2008

Michael R. Harper DATE
FS Agreements Specialist

Job Code - NFWF1308 - \$3,000
NFRW1308 - \$2,500

FS Agreement No 08-PA-11081300-001
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NFRG1308 - \$1,210
WFPR1308 - \$4,000

FOR FOREST SERVICE USE ONLY

Agreement #: 08-PA-11081303-001
Spending Limit for FY08: \$10,710
Burden (overhead rate): _____
Job Code: NFWF1308 - \$3,000; NFRW1308 - \$2,500; NFRG1308 - \$3,100; WFPR1308 - \$4,000
Billing Frequency (advance lump sum, monthly, quarterly, semi-annual, annual): monthly
Vendor ID (multiple partners?): _____
If Federal, Agency Location Code: _____
Program Manager and phone #: Alfredo Sanchez - 940-627-5475
Termination Date: September 30, 2012