AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Participating Agreement between Gunnison County an

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: US Forest Service

Term Begins: Fall 2015 **Term Ends:** 11/15/2016 **Grant Contract #:** 16-PA-11020407-002

Summary:

Please review and, if acceptable, sign contract.

Fiscal Impact: $8000 income

Submitted by: Jon Mugglestone **Submitter's Email Address:** jmugglestone@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Added to 2016 proposed budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/8/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/9/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/9/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/10/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/15/2015

Revised April 2015

FS Agreement No. 16-PA-11020407-002
Cooperator Agreement No.

PARTICIPATING AGREEMENT
Between
GUNNISON COUNTY
And The
USDA, FOREST SERVICE
GRAND MEAS, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST SERVICE, GUNNISON RANGER DISTRICT

This PARTICIPATING AGREEMENT is hereby entered into by and between Gunnison County, hereinafter referred to as "Gunnison County," and the USDA, Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001). Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Title: Taylor River Canyon Road Cheatgrass treatment – RAC Grant

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to control cheatgrass, and re-seed the infested areas with Native vegetation in the Taylor Canyon during the fall of 2015 and 2016 in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Taylor Canyon road (Gunnison CR 742) is a heavily used access road to the Gunnison National Forest north of the city of Gunnison, in Gunnison County. In order to more safely accommodate heavily vehicular use, this road was widened in 2011-2012. Following road construction and its associated soil disturbance, there has been a marked increase in the presence of cheatgrass (Bromus tectorum) in the road right of way for approximately 9 miles. Given the presence of National Forest lands and the Taylor River adjacent to this road along much of its length, Gunnison County recognizes the importance of controlling this noxious weed safely and effectively in order to protect natural resources, recreational uses and ecological systems in the area. We estimate that approximately 25 acres of right of way along CR 742 are currently infested with cheatgrass, and that the implementation of an aggressive integrated control program to stop its continued spread is needed.

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

III. Gunnison County SHALL:

A. LEGAL AUTHORITY. Gunnison County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. The estimate is approximately 25 acres of right of way along CR 742 are currently infested with cheatgrass, and that the implementation of an aggressive integrated control program to stop its continued spread is needed. Gunnison County will initiate this program during the fall of 2015, and to continue control efforts in spring and fall of 2016. This integrated weed management project would include application of the herbicide imazipic (Plateau) by the Gunnison County Weed Management Program in infested areas during cheatgrass emergence in fall of 2015 and 2016, and re-seeding of treated areas in spring of 2016 using a USFS-approved native grass and forb seed mix.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Gunnison County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $8,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Gunnison County's Monthly invoice. Each invoice from Gunnison County shall display the total project costs for the billing period, separated by U.S. Forest Service and Gunnison County 's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Gunnison County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Gunnison County 's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Gunnison County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"

9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

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: Jon Mugglestone, Gunnison County Weed Management Program Address: PO Box 915 City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-4393 FAX: 970-641-0653 Email: jmugglestone@gunnisoncouunty.org	Name: Jody Wise, Gunnison County Finance Department Address: PO Box 915 City, State, Zip: Gunnison, CO 81230 Telephone: 970-970-641-2203 FAX: 970-641-7643 Email: jwise@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Daniel Perez Address: 216 N. Colorado City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0471 x4410 FAX: 970-642-4425 Email: dlperez@fs.fed.us	Name: Merna Fehlmann Address: 2250 Hwy 50 City, State, Zip: Delta, CO 81416 Telephone: 970-874-6606 FAX: 970-874-6698 Email: mfehlmnn@fs.fed.us

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 Gunnison 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 Gunnison County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Gunnison County has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Gunnison 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 Gunnison County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Gunnison County from participating in similar activities with other public or private agencies, organizations, and individuals.

E. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Gunnison County agree(s) that any of Gunnison County‘s employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Gunnison County hereby willingly agree(s) to assume these responsibilities.

Further, Gunnison County shall provide any necessary training to Gunnison County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Gunnison County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

F. 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.

G. 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.

H. ELIGIBLE WORKERS. Gunnison 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). Gunnison County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

I. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Gunnison County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

J. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Gunnison 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

Gunnison 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

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

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

K. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of $ 8,000.00 are currently available for performance of this agreement through 12/31/2017. 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 Gunnison County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

L. OVERPAYMENT. Any funds paid to Gunnison 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 Gunnison 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 Gunnison 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.

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

Any unobligated balance of cash advanced to Gunnison County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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

N. 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.

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

O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Gunnison 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. Gunnison County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

P. 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).

Q. 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.

R. PURCHASE OF EQUIPMENT. Forest Service funds may be used by the Cooperator 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 Forest Service, but may be transferred to the Cooperator on completion of the project, if appropriate.

S. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Gunnison 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 Gunnison 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 Gunnison 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.

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

1. When the U.S. Forest Service and Gunnison 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 Gunnison County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

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

U. 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.

V. DEBARMENT AND SUSPENSION. Gunnison 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

Gunnison 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.

W. 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.

X. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 12/31/2017 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

Y. 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.

_____ Date

Gunnison County

_____ Date

SCOTT G. ARMENTROUT, Forest Supervisor
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forest

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

_____ Date

Merna Fehlmann
U.S. Forest Service Grants Management Specialist

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.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.: 16-PA-11020407-002

Mod. No.:

Cooperator Agreement 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).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$275.00	$3,500.00	$1,400.00	$0.00	$5,175.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$500.00	$1,120.00	$0.00	$1,620.00
Supplies/Materials	$0.00	$3,500.00	$280.00	$0.00	$3,780.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$500.00	$0.00	$0.00	$500.00
Other		$500.00			$500.00
Subtotal	$275.00	$8,500.00	$2,800.00	$0.00	$11,575.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$22.00				$22.00
Total	$297.00	$8,500.00	$2,800.00	$0.00	
Total Project Value:					$11,597.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 75.86%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 24.14%
Total (f+g) = (h)	(h) 100.00%