AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of BOCC Signature; Grant Agreement

Action Requested: Other Ratification of BOCC Signature; Grant Agreement

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Requesting ratification of Commissioner Mason's signature on the Grant Agreement with the US Forest Service. Deadline was 6/30/19. Signed 6/18/19. Total grant amount is $6,000 for Noxious Weed Management.

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 6/21/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/21/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/21/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 7/2/2019

Revised April 2015

FS Agreement No. 19-PA-11020407-039

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
GUNNISON COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FOREST
GUNNISON RANGER DISTRICT

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forest, Gunnison Ranger District and Gunnison County, hereinafter referred to as "the County," and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forest, Gunnison Ranger District, hereinafter referred to as the "U.S. Forest Service," under the authority: the Cooperative Funds and Deposits Act of December 12,1975, Pub. L. 94-148, 16 U.S.C. 565al-a3 as further authorized by the Consolidated Appropriations Act of 2008 (P.L. 110-161); and (2) the Cooperative Funds Act of June 30, 1914; and (3) Granger-Thye Act of April 24, 1950; and (4) the Watershed Resoration & Enhancement Authority under 1999 Department of the Interior and Relateed Agencies Appropriations Act (a.k.a. "The Wyden Amendment").

Title: Gunnison County Noxious Weed Treatment Participation Agreement

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to document the cooperation between the parties to recognize that certain undesirable plants pose a threat to the environmental and economic health of the County be the displacement of native plant species, and the degradation of livestock forage, wildlife habitat and recreational values.

This agreement will facilitate a cost-effective and a coordinated treatment of undesirable plants throughout the County across jurisdictional boundaries with the objective of achieving healthy and productive natural and agricultural ecosystems. This agreement defines the roles and responsibilities of the USDA Forest Service and the County in this effort 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 USDA Forest Service and the County both have the responsibility for controlling the undesirable plants on lands under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest of both parties to this agreement to work together in a cost effective manner to locate and treat infestations and prevent further spread.

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

III. GUNNISON COUNTY SHALL:

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

B. Meet prior to May 1 of each year with the Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. Those projects will be described on the Annual Operating & Financial Plan for that year and attached to this agreement.

C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year.

(1) The County is responsible for carrying out the Colorado Weed Management Act.
(2) The County is responsible for assisting in mapping current infestations and advising the USDA Forest Service representative of any new infestations on Forest Service administrated lands within the Gunnison Basin (as budget dictates).
(3) The County will agree to jointly identify and prioritize noxious weed project areas. New invaders will have the highest priority. Second priority will go to areas where treatment has already been initiated. Areas requiring re-treatment will have lowest priority.

D. Responsibilities of the County

a. The purchase and application (by ground rig only) of herbicide on USDA Forest Service administered lands.
b. Herbicide application must be applied according to label instructions and USDA Forest Service guidelines.
c. Must insure that herbicide application equipment is properly calibrated.
d. Applicator must be certified with the Colorado Department of Agriculture and have a current applicators license in Rangeland Pest Control and Right-of-way Pest Control.
e. All personal protective equipment must be utilized as appropriate.

f. Herbicide application equipment shall be cleaned only in specifically designated areas by the certified applicator. Empty herbicide container will be disposed of in a manner consistent with the label and according to all Federal, State, and County laws.
g. No herbicide application shall be done when winds exceed 10 MPH. Herbicide will not be applied directly into streams or where run-off is likely to occur.
h. Inclement weather shutdown: The USDA Forest Service reserves the right to direct the applicator to suspend work on this project if the USDA Forest Service determines that wind, rain, or other weather conditions will prohibit effective application of herbicides or if the growth stage of the noxious weed will prohibit effective use of the chemical.
i. The County will complete and provide the USDA Forest Service a copy of all herbicide application records completed on USDA Forest Service administered lands and any other pertinent projects.
j. The County is responsible for completing and provide the USDA Forest Service guidelines. Work under this agreement will be completed no later than September 30.
k. The County is responsible for notifying the USDA Forest Service in a timely manner of use of herbicides on Forest Service administered lands so that the documents needed for approval can be completed before any herbicide application commences. Notification needs to include time frames, location, anticipated method of application, and herbicides to be used.
l. The County will promote statewide certification standards for noxious weed free forage (feed, hay, straw, or mulch) including the inspection, transit certificate forms, blue and orange marking twine, and galvanized wire for certified weed free forage.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $6,000, 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 the County's annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the 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 the 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. The Gunnison County 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 The 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

Send a copy to: Dayle Funka
216 North Colorado Street
Gunnison CO 81230
Telephone: 970-642-4410
FAX: 970-642-4425
Email: daylesfunka@fs.fed.us

B. Meet prior to May 1 of each year with the County for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during the year. Those projects will be described on the Annual Operating & Financial Plan for the year and attached to this agreement.

C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year.

a. Each year, the USDA Forest Service will reimburse the County for the agreed upon expenses incurred by the County for the purchase and application of herbicide and/or biological control agents in the amount not to exceed the amount allocated for noxious weed control in the USDA Forest Service budget.

b. The USDA Forest Service is responsible for assisting in obtaining access to or across Forest Service administered lands to treat properties (in the immediate cooperative effort) that are infested with weeds.

c. The USDA Forest Service is responsible for assisting in mapping current infestations as funding and manpower allow and advising the County on any new infestations of noxious weeds on Forest Service administered lands.
d. The USDA Forest Service is responsible for assisting in carrying out the County program as it applies to the Forest Service administered lands in cooperation with Gunnison County.
e. The USDA Forest Service is responsible for assisting in education of the public in areas of identification, reporting, and control of noxious weeds through Integrated Weed Management as funding and manpower allow.
f. The USDA Forest Service agrees to jointly identify and prioritize noxious weed project areas and applying for funding for approved areas with the County.
g. The USDA Forest Service will be responsible for preparation and approval of appropriate NEPA documentation, pesticide use proposals and/or biological control agent release proposals, along with any other appropriate clearances for areas undergoing integrated weed management (IWM) on Forest Service administered lands.
h. Lands administered by the USDA Forest Service are weed free areas, which will require that introduced feed materials and mulch, be certified as weed free.

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

1. Neither party to this agreement will directly supervise employees of the other party to this agreement. Qualified supervisors shall be on site with employees of their organization during performance of activities under this agreement.

2. For both parties, obligations hereunder are contingent upon the availability of appropriate funds. No legal liability on the part of any party shall arise until funds have been appropriated by Congress or the State Legislature and provided for in the Annual Operating & Financial Plan.

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 Address: Gunnison Weed Management P.O. Box 915 Gunnison, CO 81230 Telephone: 970-641-4393 FAX: 970-641-0653 Email: jmugglestone@gunnisoncounty.org	Name: Jody Wise Address: Gunnison County Finance 200 East Virginia Ave. Gunnison, CO 81230 Telephone: 970-641-7679 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: Dayle Funka and Terry Southworth Address: 216 North Colorado Street Gunnison, CO 81230 Telephone: 970-642-4410 FAX: 970-642-4425 Email: daylesfunka@fs.fed.us terry.southworth@usda.gov	Name: Merna Fehlmann Address: 2250 Highway 50 Delta, CO 81414-2485 Telephone: 970-874-6606 FAX: 970-874-6698 Email: merna.fehlmann@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the County has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the 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 the County from participating in similar activities with other public or private agencies, organizations, and individuals.

E. THE FOREST SERVICE AND THE COUNTY MAY NEGOTIATE. Any of the County's contributions made under this agreement that do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The County agree(s) that any of the 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 the County hereby willingly agree(s) to assume these responsibilities.

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

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. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The 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.

K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and 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 $ 6,000 are currently available for performance of this agreement through May 30, 2024. 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 the County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

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

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 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 the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. 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.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this 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.

Q. 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).

R. 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.

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

The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County 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.

T. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of the County'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.

U. PROPERTY IMPROVEMENTS. Improvements placed by The County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the

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

V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the 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.

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

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the 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, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full

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

Y. 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.

Z. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. 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.

BB. 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.

CC. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 30, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

DD. 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.

Roland Mason — 6/18/19

~~JONATHAN HOUCK, Chair Person~~ ROLAND MASON, COMMISSIONER — Date

Gunnison County Commissioners

Carla C. Spras — 6/20/2019

for JEROME KRUEGER, Acting Forest Supervisor — Date

U.S. Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forests

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

Merna Fehlmann — 6/13/19

Merna Fehlmann — Date

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.

FS Agreement No. 19-PA-11020407-039
Cooperator Agreement No.
5/30/19

ANNUAL OPERATING PLAN
Scope of Work

I. GENERAL PROJECT DESCRIPTION: Gunnison County will perform Noxious Weed Management along identified roadways throughout the Gunnison National Forest.

II. PROJECT SPECIFICS

A. FOREST SERVICE SHALL:

1. Approve proposed Annual Operating Plan for noxioous weed management or amend as desired
2. Upon project completion, provide $6,000 for noxious weed management services, including labor, equipment use, materials, and administration

B. Gunnison County Weed Management Program SHALL:

1. Complete noxious weed treatments along road right of way in areas designated in the Annual Operating Plan.
2. Provide geographic data, herbicide rates, and species treated for weed treatments using USFS mapping protocols.
3. Coordinate with USFS Gunnison Ranger District Range staff throughout the life of the project

C. TERM OF ANNUAL OPERATING PLAN: The project work will be completed throught the 2019 season from July 1, 2019 through October 31, 2019.

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

Forest Service Project Contact
Dayle Funka, Rangeland Management Specialist.
USFS Gunnison Ranger District
Phone: 970-642-4410
FAX: 970-642-4425

E-Mail: dayle.funka@udsa.gov

Cooperator Project Contact
Jon Mugglestone & Bradley Wigginton, Co-Coordinators. Gunnison County Weed Management Program
Phone: 970-641-4393
FAX: N/A
E-Mail:
jmugglestone@gunnisoncounty.org

Forest Service Administrative Contact

Merna Fehlmann, Grants & Agreement Mgmt. Specialist. USFS-GMUG
Phone: 970-874-6606
FAX: 970-874-6698
E-Mail: mfehlmann@fs.fed.us

Cooperator Administrative Contact

Jody Wise, Gunnison County Finance Dept.
Phone: 970-641- 7679
FAX: 970-641-7643
E-Mail: jwise@gunnisoncounty.org

E. FINANCIAL PLAN: Attached is a Financial Plan identified as Exhibit A for Agreement No. 19-PA-11020407-039 and AOP for the project work shown above.

EXHIBIT A

ANNUAL OPERATING PLAN

for the period of July 1 to October 31, 2019, and under the terms of

Participating Agreement No. 19-PA-11020407-039, , between

the U.S. Forest Service, *Gunnison National Forest-Gunnison District*, and *Gunnison County.*

Work Areas	Hours @ $117.50/hr (including labor, equipment, materials, travel, administration)	Treatment (chemical, cultural, bio, physical)	Estimated Period of Performance	Work Performer	Work Financer	Estimated Cost
Los Pinos area roads	7	Chemical	7/1-10/31	Gunnison County	USFS	$822.50
Alpine Plateau Rd. 867 (Northern half)	6	Chemical	7/1-10/31	Gunnison County	USFS	$705.00
Slate River & Washington Gulch	4	Chemical	7/1-10/31	Gunnison County	USFS	$470.00
Needle Creek Rd. 781	4	Chemical	7/1-10/31	Gunnison County	USFS	$470.00
Brush Creek	5	Chemical	7/1-10/31	Gunnison County	USFS	$587.50
Kebler Pass	6	Chemical	7/1-10/31	Gunnison County	USFS	$705.00
Cement Creek	3	Chemical	7/1-10/31	Gunnison County	USFS	$352.50
Lost Canyon	3	Chemical	7/1-10/31	Gunnison County	USFS	$352.50
Red Creek	3	Chemical	7/1-10/31	Gunnison County	USFS	$352.50
Taylor Canyon & Spring Creek	7	Chemical	7/1-10/31	Gunnison County	USFS	$822.50
Marshall Pass	3	Chemical	7/1-10/31	Gunnison County	USFS	$352.50
	51					**$5,992.50**

U.S. Forest Service

OMB 0596-0217
FS-1500-17C

Attachment

USFS Agreement No.: **19-PA-11020407-039**

Cooperator Agreement No.:

Mod No.

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

Agreements Financial Plan (Medium Form)

1. Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS			
COST ELEMENTS (Direct Costs)	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) In-Kind	(f) Other Federal	(g) TOTAL
Salaries/Labor	$2,000.00	$0.00	$6,000.00	$0.00	$0.00	$0.00	$8,000.00
Travel	$0.00	$0.00	$0.00	$500.00	$0.00	$0.00	$500.00
Equipment	$0.00	$0.00	$0.00	$2,000.00	$0.00	$0.00	$2,000.00
Supplies/Materials	$0.00	$0.00	$0.00	$500.00	$0.00	$0.00	$500.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal	$2,000.00	$0.00	$6,000.00	$3,000.00	$0.00	$0.00	$11,000.00
Cooperator Indirect Costs			$0.00	$0.00			$0.00
FS Overhead Assessment	$180.00						$180.00
Gross Total	$2,180.00	$0.00	$6,000.00	$3,000.00	$0.00	$0.00	$11,180.00

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(g) = (h)	(h) 73.17%
Other Federal Contribution = (f)/(g) = (i)	(i) 0.00%
Total Federal Share = (h+i) = (j)	(j) 73.17%
Total Cooperator Share (d+e)/(g) = (k)	(k) 26.83%
Total (j+k) = (l)	(l) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis Column

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 determing 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 formules, 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
Range Management Specialist		$360.00	5.00		$1,800.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$1,800.00**

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**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$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
Non-Standard Calculation					
Total Supplies/Materials					**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$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
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$1,800.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs				Total
10.00%	$1,800.00				$180.00
Total FS Overhead Costs					**$180.00**

TOTAL COST	**$1,980.00**

WORKSHEET FOR

Volunteer Labor (In-Kind) Cost Analysis Column

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 determing 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 formules, 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**

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**

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$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
Non-Standard Calculation				

Total Supplies/Materials					**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$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
Non-Standard Calculation					

Total Other					**$0.00**

Subtotal Direct Costs	$0.00

TOTAL COST	**$0.00**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis Column

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 determing 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 formules, 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
Gunnison County Applicators		117.50/Hour	8.00		$6,000.00
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Salaries/Labor					**$6,000.00**

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**

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
Non-Standard Calculation					
Total Supplies/Materials					**$0.00**

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$6,000.00

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	$6,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$6,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis Column

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 determing 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 formules, 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**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Travel		$50.00	10.00		$500.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$500.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Weed Control Equipment		$200.00	10.00		$2,000.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Equipment					**$2,000.00**

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Herbicide & Others Materials		10.00	$50.00	$500.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				**$500.00**

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					**$0.00**

Subtotal Direct Costs	$3,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$3,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$3,000.00**