AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOU; STOR Committee Stewardship Coord.

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: National Forest Foundation

Term Begins: **Term Ends:** **Grant Contract #:** GOCO Stewardship Impact Gra

Summary:

MOU between NFF and Gunnison County for the hiring of Gunnison County Stewardship Coordinator

Fiscal Impact: $57,000 first year; $47,000 year two and three

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Money to support this agreement is included in the 2020 adopted budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/31/2019

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

Comments:
ok db 12/31/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/31/2019 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/3/2020

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 1/7/2020

Revised April 2015

National Forest Foundation

Building 27, Suite 3, Fort Missoula Road
Missoula, Montana 59804
TEL: 406.542.2805

NATIONALFORESTS.ORG

MEMORANDUM OF UNDERSTANDING
by and between
Gunnison County and National Forest Foundation
for
Gunnison County Stewardship Coordinator Position affiliated with the Great Outdoors Colorado Stewardship Impact Grant Program of Work

INTRODUCTION

This Memorandum of Understanding ("**MOU**") for partnership through the Great Outdoors Colorado ("**GOCO**") Stewardship Impact Grant Program ("**Grant**") is made this 19th day of December, 2019 by and between the County of Gunnison, Colorado and its governing Board of County Commissioners ("**Board**") and the National Forest Foundation ("**NFF**"). The Gunnison County Sustainable Tourism and Outdoor Recreation (**"STOR"**) Committee, a Gunnison County entity, will serve as a partner for the Stewardship Impact Grant Program as further described herein. Gunnison County Board, STOR and the NFF are referred to collectively as the Parties ("**Parties**") and individually as a Party ("**Party**").

PURPOSE

This MOU describes the mutual understanding and respective responsibilities of the Gunnison County Board, STOR Committee and the NFF for purposes of their partnership through the GOCO Stewardship Impact Grant to hire a *Gunnison County Stewardship Coordinator* ("**Coordinator**") who shall help implement the *Gunnison County Stewardship Program* ("**Program**"). Further purposes of this MOU are to foster trust, clarify roles, and promote effective cooperation. This cooperation serves the mutual interest of the Parties and the public.

BACKGROUND

Gunnison County
Gunnison County supports the stewardship of its public and conserved lands. The County appreciates the efforts of stewardship organizations and land managers to advance strategic stewardship and sustainable use initiatives across Gunnison County.

Sustainable Tourism and Outdoor Recreation Committee
The STOR Committee is a community coalition, created by the Gunnison County Board of Commissioners to improve and maintain tourism and outdoor recreation in a manner that is sustainable (environmentally, socially and financially) and aligns with our community values. A collaborative and action-oriented approach is required to manage tourism and outdoor recreation. The STOR Committee is intended and structured to be a wide-ranging group that acts thoughtfully, efficiently and proactively to address negative impacts and develops unique approaches to create a sustainable tourism economic and outdoor recreation experience while preserving the natural resources of Gunnison County.

National Forest Foundation
The NFF, chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of the 193-million-acre National Forest System. The NFF believes that communities should play a leading role in determining the future of our National Forests and Grasslands, and thus focuses efforts on connecting these communities, and the people who comprise them,

to the tools, knowledge, and funding to become active and devoted stewards of the public estate. In Gunnison County, the NFF is coordinating the *Gunnison County Stewardship Fund* in partnership with the STOR Committee and local business, nonprofit and land management partners.

Mutual Benefit

The Parties mutually recognize the opportunity to leverage resources from GOCO and other sources, and to leverage respective expertise to hire the Coordinator and promote stewardship in Gunnison County and Western Colorado, and are therefore mutually supportive of the Coordinator and Program.

AGREEMENTS

1. Position Description
   a. The Parties recognize that during the first year the Coordinator will spend approximately 80% of his or her time on projects within Gunnison County. As NFF contributes more funding toward the position in the second and third years, the Coordinator may spend slightly more time on projects outside of Gunnison County.
   b. The Parties agree to review the Coordinator's role and effectiveness after the first year, and to make adjustments if needed to ensure that the position is set up for success.

2. Gunnison County's Commitments
   a. Provide a designated point of contact to represent Gunnison County and the STOR Committee for all purposes of Program management.
   b. Work with NFF to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
   c. Provide daily supervision of the position.
   d. Work closely with NFF to financially support the Coordinator position as described in the following sections, including:
      i. Receive and process invoices within a timely manner and maintain all required financial documentation from the NFF for preapproved expenses as described in the Grant budget;
      ii. And, following associated payment from GOCO, reimburse the NFF for preapproved expenses occurred during the invoice period.

3. NFF's Commitments
   a. Support the objectives and defined scope of the Grant and Project as developed by Gunnison County and the STOR Committee.
   b. Recruit, hire, supervise and manage the Coordinator in close coordination with Gunnison County and the STOR Committee.
   c. Work with Gunnison County and STOR Committee to develop a Coordinator work plan and annual timeline that meets the Parties' mutual objectives and Program goals.
   d. Provide equipment (i.e., laptop, phone), necessary training (e.g., wilderness first aid, chainsaw or crosscut saw, facilitation and other NFF-specific training), and other enrichment and professional development opportunities each year of the grant period.
   e. Facilitate Coordinator's completion of requirements for driving U.S. Forest Service vehicles, which includes: ensure drivers hold appropriate operating licenses to meet State and Federal laws (only properly licensed and qualified drivers may operate U.S. Forest Service vehicles) and that drivers have completed a defensive driving course within the last three years.
   f. Ensure all related activities and finances are in compliance with Gunnison County requirements, GOCO requirements, and other state and federal regulations as applicable.
      i. Track finances and expenditures related to the Coordinator.
      ii. Submit invoices and all required invoice documentation for preapproved expenses as described in the Grant budget to Gunnison County;

iii. Receive reimbursement from Gunnison County following payment by GOCO for preapproved expenses.

g. Coordinate closely with Gunnison County and STOR Committee on all communications, media outreach, content amplification, and messaging.

h. Maintain required insurance in full force and effect during the duration of the Coordinator's position.

FUNDING

This MOU is not a commitment of funds. Gunnison County, STOR Committee and the NFF commit to following the Project Budget as defined within the Grant. Parties agree they have reviewed the proposed three-year Budget and agree it reflects all anticipated sources and uses of funds for the Project, and is a reasonable and accurate estimate and expectation.

Parties agree that, in the first year, Gunnison County and STOR Committee shall provide funding to the NFF to cover $47,000 the Coordinator's salary, as well as $10,000 toward the cost of benefits and fringe. In the second and third years, the NFF shall provide funding to cover the Coordinator's salary, benefits and fringe above and beyond the $47,000 provided by GOCO and committed by other entities in the Project Budget. NFF shall invoice Gunnison County for these expenses in alignment with the Project Budget.

Parties further agree that Gunnison County reserves the right to reject invoices from the NFF for any and all expenses incurred in excess of budgeted amounts and/or for scope outside of the defined commitment. Parties agrees to make good faith effort to be the best steward of GOCO and other funding partners' support and ensure efficient, effective program and project implementation.

Further, all funding is contingent upon commitment and release of Grant award funds. In the event GOCO does not or cannot fulfill budgeted Grant funding, Gunnison County is not liable for payments to the NFF beyond those which Gunnison County has already approved for payment.

TERM and TERMINATION

This MOU takes effect upon the signatures of Gunnison County, STOR Committee and the NFF, and shall remain in effect for a minimum of 3 years from the date of execution or through date of conclusion of the Grant award and implementation period, whichever occurs last. The MOU may be amended upon written request by any of the parties. Any party may terminate this MOU with a 30-day written notice to the other parties.

Failure to honor any of the commitments stated herein may also result in termination of this MOU. In event of early termination, payment due will be prorated based on actual costs incurred for performance of Grant work up through date of termination. In event of early termination, Parties agree to work together to minimize negative impacts on any on-going program participants.

This MOU in no way restricts Gunnison County, STOR Committee or the NFF from participating in similar activities with other public or private agencies, organizations, and individuals, or from other grant seeking or collaboration with GOCO.

NOTICE

Any notice, demand, request, consent, approval, or communication that either Party is required to give the other shall be in writing to the PRINCIPAL CONTACTS herein. All Parties may facilitate regular

communications via mail, email, in-person, telephone, or other mechanism as deemed appropriate.

PRINCIPAL CONTACTS

GUNNISON COUNTY CONTACT
Cathie Pagano, Director, Gunnison County
Office of Community & Economic Development
221 N. Wisconsin St.
Gunnison, CO 81230
970-641-0360

NFF CONTACT
Emily Olsen, Colorado Program Manager
National Forest Foundation
390 Union Blvd, Ste 400
Denver, CO 80108
720-219-0682

_____
[Signatory] Date
[Title]
Board of County Commissioners, Gunnison County, Colorado

December 19, 2019
Mary Mitsos Date
President
National Forest Foundation

APPENDICES

Gunnison County Stewardship Coordinator Position Description