



FS Agreement No. 22-PA-11060300-010

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
COUNTY OF LEWIS
And The
USDA, FOREST SERVICE
GIFFORD PINCHOT NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between County of Lewis, hereinafter referred to as “the Board,” and the United States Department of Agriculture (USDA), Forest Service, Gifford Pinchot National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Secure Rural Schools and Community Self- Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: The Board and the U.S. Forest Service have been in partnership since 2002 to cooperatively manage noxious weeds across National Forest System (NFS) and County lands. This project has been approved for Secure Rural Schools funding to continue this effort to implement stewardship and conservation objectives that enhance forest ecosystems, restore, and improve land health and water quality through preventing the spread of noxious weed species and other invasive plants, reducing existing populations, and preventing the introduction of additional non-native plants.

Title: Ecosystem Restoration through Noxious Weed Control

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to identify and prioritize locations and species for weed management, and conduct herbicidal and natural treatments and management activities on NFS and County lands, in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a land management agency dedicated to the wise use and management of National Forest System lands, including the responsibility for maintaining and improving resource conditions for future generations.

The Board has primary responsibility for implementing the provisions of the Washington State Weed Law, RCW 17.10, and ensuring the protection, management, restoration, and improvement of their lands in regard to noxious weed and other



invasive plant species; and it is agreed that controlling these species will have a direct benefit to the National Forest System lands, adjacent Lewis County lands, and the surrounding watersheds.

Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape. Both parties have an interest in improving the ecosystem condition and function of the landscape throughout the watershed. A healthy landscape provides a variety of benefits, including reliable ecosystem services, improved/increased recreational opportunities, and resiliency to natural disturbances.

It is therefore mutually beneficial for the parties to work together to implement invasive species and noxious weed control actions on the Gifford Pinchot National Forest within Lewis County.

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

III. THE BOARD SHALL:

- A. LEGAL AUTHORITY. The Board 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. Conduct herbicide and manual treatment of noxious weeds using EPA and U.S. Forest Service approved materials and methods, and in compliance with all other practical and procedural requirements as covered under the Environmental Impact Statement (EIS) – Gifford Pinchot National Forest Site-Specific Invasive Plant Treatment EIS and Record of Decision (ROD), 2008.
- C. Comply with the treatments, locations, and methodologies as specified within the applicable annual Site Treatment Plan (2022 plan to be collaboratively developed prior to field season) and ensure that pesticide use plans are in place and approved prior to treatment for any given site/species.
- D. Coordinate treatments with the Cowlitz County Noxious Weed Control Program when treating sites with shared treatment funding and/or emphasis.
- E. Conduct treatment and monitoring of new invaders using Early Detection /Rapid Response (EDRR) protocols for high priority noxious weed species in Lewis County lands that overlap or may impact Forest Service lands.
- F. Conduct public outreach and education by participating in events such as Lewis County Fair, etc. Develop community awareness programs and activities, arrange press releases, recruit volunteers, and assist with coordination and implementation of similar U.S. Forest Service educational opportunities.



- G. Lead efforts and coordination with the U.S. Forest Service and neighboring counties, in management, including weed free buffer zones for of high priority species such as houndstongue, tansy ragwort, skeletonweed, yellow star-thistle, etc.
- H. Coordinate with the U.S. Forest Service, private, state, and federal landowners, as well as easement or right-of-way holders, to provide information and continue control of more than 60 species of noxious weeds present in Lewis County.
- I. Conduct aquatic weed surveys of recreational lakes on NFS lands coordinating and assisting the U.S. Forest Service as needed.
- J. Conduct weed treatment on NFS lands, including Mt. St. Helens National Volcanic Monument, and other areas as jointly identified.
- K. Comply with any Washington State Environmental Policy Act or National Environmental Policy Act analysis as well as requirements of the Historic Preservation, Endangered Species, Clean Water Act, and any other applicable local, state, or federal laws.
- L. Develop biological control efforts where appropriate.
- M. Train County staff in weed identification, pesticide licensing and use, record keeping, database use, GIS/GPS use, CPR, First-aid, workplace safety standards, mechanical tool protocols and use, fire prevention, and other elements.
- N. Revegetate select areas disturbed by weed control activities using A) native seed mix and guidance for application provided by the U.S. Forest Service to Lewis County, and B) weed free straw applied as mulch to the native seed procured by Lewis County.
- O. Enter inventory, treatment, and monitoring data into Portable Data Recorders for uploading into NRM-TESP-IS and FACTS Forest Service databases approximately every 2 weeks.
- P. Coordinate and hold pre-season and post-season meetings with county partners.
- Q. Coordinate with the U.S. Forest Service on program planning and implementation, including identification of the priority areas and priority weeds to treat, with a goal for buffer zones to manage spread.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Board for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$10,000.00**, 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 the Boards **annual** invoice. Each invoice from the Board shall display the total project costs for the billing period, separated by U.S. Forest Service and the Board'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 Board's full match towards the project, as shown in the financial plan and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The Board'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 The Board 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: SM.FS.ASC_GA@USDA.GOV

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: Conner England at jamison.england@usda.gov; and Brad Kriekhaus at bradley.kriekhaus@usda.gov

- B. Coordinate with the Board on program planning and implementation, including identification of the priority areas and priority weeds to treat, with a goal for buffer zones to manage spread.
- C. Coordinate with the Board on Job Hazard analysis, safety instruction, etc.



- D. Assist the Board in monitoring and reporting on results, inspection of treatment sites, assessing treatment success, etc.
- E. Assist the Board in compliance with Federal regulations as required, for work on NFS lands.

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
Charles Edmonson 157 NW Chehalis Ave Chehalis, WA 98532 Telephone: 360-740-1215 Charles.Edmonson@lewiscountywa.gov	Charles Edmonson 157 NW Chehalis Ave Chehalis, WA 98532 Telephone: 360-740-1215 Charles.Edmonson@lewiscountywa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
J. Conner England 501 E 5th Street, Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5108 FAX: 360-891-5045 Email: Jamison.England@usda.gov	Jessica Clark Lead Grants & Agreements Specialist 501 E 5th Street, Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov
U.S. Forest Service Alternate Project Contact Brad Kriekhaus 10024 US HWY-12 Randle, WA 98377 Telephone: 360-497-1164 bradley.kriekhaus@usda.gov	



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Board 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 Board, 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.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Board from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the Board's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Board's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Board to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the Board when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The Board agree(s) that any of the Board'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 Board has hereby willingly agreed to assume these responsibilities.
Further, the Board shall provide any necessary training to the Board's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The Board 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**. 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.
- I. **ELIGIBLE WORKERS**. The Board 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 Board 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 Board 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 Board 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 Board 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 Board shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Board 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 Board 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. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If the Board has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, The Board shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from The Board's cognizant audit agency no later than 3 months after the effective date of the agreement. The Board will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- LI. OVERPAYMENT. Any funds paid to the Board 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 Board 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 Board.
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 120 days after expiration or notice of termination The Board shall close out the agreement.

Any unobligated balance of cash advanced to the Board 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 120 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 Board.

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 Board 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 Board's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Board 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 Board 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 Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- 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 Board is 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 as follows:

“Botany Program, Gifford Pinchot National Forest of the U.S. Forest Service, U.S. Department of Agriculture”

The Board may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The Board is 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. Federal funding under this agreement is not available for reimbursement of the Board'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. GOVERNMENT-FURNISHED PROPERTY. The Board may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Board shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, the Board shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or the Board is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Board's managerial personnel. The Board's managerial personnel, in this provision, means the Board's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Board's business; all or substantially all of the Board's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Board shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Board shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.



3. The Board shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, the Board shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Board shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Board shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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 voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642.
USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Board 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 Board 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 Board'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.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the Board 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 Board 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 Board 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 Board for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the Board up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- Z. 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.
- AA. DEBARMENT AND SUSPENSION. The Board 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 Board 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.



- BB. 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.
- CC. 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 60 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.
- DD. COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through November 30, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- EE. 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.

LINDSEY R. POLLOCK, DVM, Chair

Date

SEAN D. SWOPE, Commissioner

Date

F. LEE GROSE, Commissioner

Date

SCOTT TINNEY, Clerk of the Board

Date

JONATHAN MEYER, Lewis County Prosecuting Attorney
(Approved as to form only)

Date

ERIC VEACH, Forest Supervisor
U.S. Forest Service, Gifford Pinchot National Forest

Date

The authority and format of this agreement (22-PA-11060300-010) have been reviewed and approved for signature.

KELLY M. UNDERWOOD
U.S. Forest Service Grants Management Specialist

Date



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.

Exhibit:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$10,462.94	\$7,850.00	\$14,000.00	\$0.00	\$32,312.94
Travel	\$150.00	\$585.00	\$0.00	\$0.00	\$735.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$493.57	\$0.00	\$0.00	\$493.57
Other	\$0.00	\$0.00	\$825.00	\$0.00	\$825.00
Subtotal	\$10,612.94	\$8,928.57	\$14,825.00	\$0.00	\$34,366.51
Coop Indirect Costs		\$1,071.43	\$1,779.00		\$2,850.43
FS Overhead Costs	\$1,379.68				\$1,379.68
Total	\$11,992.62	\$10,000.00	\$16,604.00	\$0.00	
Total Project Value:					\$38,596.62

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 56.98%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 43.02%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
GP Botany Seasonal	\$211.74	20		\$4,234.80
GP Data Specialist	\$400.54	2		\$801.08
GP District Botanist	\$443.74	10		\$4,437.40
GP Forest Biologist	\$494.83	2		\$989.66
Non-Standard Calculation				

Total Salaries/Labor **\$10,462.94**

Travel

Standard Calculation				
Travel Expense	Cost/Miles	# of Miles		Total
Mileage for Day Site Visits	\$0.30	500.00		\$150.00
Non-Standard Calculation				

Total Travel **\$150.00**

Equipment

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

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$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
Non-Standard Calculation				

Total Other **\$0.00**

Subtotal Direct Costs

\$10,612.94

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
13.00%	\$10,612.94		\$1,379.68
Total FS Overhead Costs			\$1,379.68

TOTAL COST

\$11,992.62

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor			
Standard Calculation			
Job Description	Cost/Day	# of Days	Total
Weed Control Program Lead	\$200.00	38	\$7,600.00
Weed Control Admin	\$50.00	5	\$250.00
Non-Standard Calculation			
Total Salaries/Labor			\$7,850.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/mile	# of miles	Total
County Vehicle Travel	1	0.585	1000	\$585.00
Non-Standard Calculation				
Total Travel				\$585.00

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

Supplies/Materials			
Non-Standard Calculation			
Supplies/Materials		Cost/Item	Total
PPE: Gloves, respirators, masks, sanitizer		\$193.57	\$193.57
Herbicide		\$300.00	\$300.00
Total Supplies/Materials			\$493.57

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

Subtotal Direct Costs	\$8,928.57
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Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$8,928.57		\$1,071.43
Total Coop. Indirect Costs			\$1,071.43

TOTAL COST	\$10,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Program Coordinator	\$350.00	40.00		\$14,000.00

Non-Standard Calculation

Total Salaries/Labor				\$14,000.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total

Total Travel				\$0.00
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Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total

Total Equipment				\$0.00
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Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total

Non-Standard Calculation

Total Supplies/Materials				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total

Unemployment Insurance: estimated from previous years expenses, approximately 3 employees

			\$825.00	\$825.00
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Total Other				\$825.00
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Subtotal Direct Costs	\$14,825.00			
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$14,825.00			\$1,779.00

Total Coop. Indirect Costs				\$1,779.00
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TOTAL COST	\$16,604.00			
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