

FS Agreement No. 17-SA-11060300-020

Cooperator Agreement No. _____

STEWARDSHIP AGREEMENT
Between
LEWIS COUNTY
LEWIS COUNTY WEED BOARD
And the
U.S. FOREST SERVICE, GIFFORD PINCHOT NATIONAL FOREST

This Stewardship Agreement is hereby made and entered into by and between Lewis County (Lewis County Weed Board), hereinafter referred to as “Lewis County or Cooperator,” and the U.S. Forest Service, Gifford Pinchot National Forest, hereinafter referred to as the Forest Service, under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205, and the Wyden authority: Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434, and permanently authorized by Pub. L. 111-11, Section 3001.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements “to achieve land management goals for the national forests that meet local and rural community needs.” The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

Lewis County Weed Board is responsible for noxious weed management throughout the county to protect agricultural and other resource values. The Gifford Pinchot National Forest is responsible for managing noxious weeds on the forest and to prevent the spread of noxious weeds caused by management activities. By mutual interest, Lewis County and the Gifford Pinchot National Forest have worked together for the last 12 years to control invasive species on the portion of the national forest within Lewis County. Lewis County has taken the lead on manual and chemical control methods used on the forest, as specified in the 2008 EIS for Site-Specific Invasive Plant Treatment conducted by the Gifford Pinchot National Forest and the Columbia River Gorge.

The area addressed in this Stewardship Agreement is known as the Cowlitz Valley Ranger District of Gifford Pinchot National Forest and lies within the borders of the State of Washington. This area includes an un-estimated number of acres to be treated during the term of this Stewardship Agreement.

Title: Rock Quarry and Other High Priority Invasive Management Sites



I. PURPOSE:

The purpose of this Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Cowlitz Valley Ranger District in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

Lewis County Weed Board is responsible for noxious weed management in Lewis County. Control of noxious and other invasive weed species benefits all land owners.

Lewis County helps monitor and control priority invasive species populations throughout the forest, primarily within Lewis County.

Control of noxious and other invasive weed species benefits all land owners. Noxious weeds negatively impact federal lands in many ways, such as impeding forest regeneration, degrading fish habitat, choking waterways, and replacing native species and beneficial plants with non-palatable or poisonous species. By removing, controlling, and preventing noxious weed infestations this project improves general watershed and forest health while preserving the aesthetic beauty, economic, and recreational uses of the forest.

By working together, to coordinate and standardize weed control efforts across many jurisdictional boundaries the agencies will be able to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife habitat, human and animal health and recreational activities.

This project is a comprehensive program for noxious weeds located on all lands within Lewis County. The project will include activities to survey, identify and control noxious weeds, coordinate actions and communications between local and Federal jurisdictions, and educate citizens. Forest Service and Lewis County personnel will participate in Cooperative Weed Management Areas that include Lewis County to promote coordinated work among all landowners on the landscape and leverage funding to best control invasive weeds.

Additionally, this project promotes important cooperative relationships between the Forest Service and all its neighbors. Project staff works toward the goals of local employment and local economic benefit.



Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to Lewis County and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement these landscape restoration and enhancement projects.

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

III. THE PARTNER SHALL:

- A. LEGAL AUTHORITY. Lewis County shall have the legal authority to enter into this Stewardship 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 nonFederal share of project costs, when applicable.
- B. TECHNICAL PROPOSAL. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:
 1. A plan of operations for stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the agreement.
 2. Quality control plan for stewardship projects.

The approved Technical Proposal will become part of this agreement without necessity of a formal modification.

- C. BILLING. Bill the Forest Service for costs incurred on the project. *See related Provision IV. J. Payment/Reimbursement*
- D. Eradicate or control invasive plants in priority locations on the forest such as rock quarries, trail heads, roadsides, and other disturbed areas.
- E. Utilize chemical or mechanical control methods which are consistent with Forest Service policy and applicable environmental rules and documents. Application of any herbicides to treat invasive plants will be performed or directly supervised by a State licensed applicator.
- F. Provide timely data reports to the Forest Service which include infestation maps, all treatments and monitoring conducted. While reporting requirements may change, as agreed upon by the Forest Service and Lewis County, the current expectation is bi-weekly reports of accomplished work.
- G. Perform program activities as described in the attached Technical Proposal.
- H. \$4,000.00 RMEF funding to treat approximately 30 acres of scotch broom in the mapped area east of Packwood must be invoiced by October 31, 2017.
- I. Follow all applicable fire prevention requirements as prescribed by industrial fire precaution levels.

IV. THE FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Inform Lewis County of any changes in stewardship policy, law and regulations.
- C. Recognize Lewis County's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- D. SERVICE WORK. Review the Technical Proposal and work with Lewis County to make any necessary changes. *See related Provision III-B.*
- E. The Forest Service will provide shapefiles of prioritized treatment areas prior to the beginning of the County weed crew field season.
- F. The Forest Service will monitor 10 percent of treatment areas and provide feedback to the County.

- G. The Forest Service will work with Lewis County to ensure the \$4,000 RMEF funding is invoiced by October 31, 2017.
- H. Agency representatives will meet regularly to prioritize management areas, communicate progress and to revise project direction as necessary.
- I. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
 - 1. Weed Treatments- Full spectrum of invasive treatments, chemical and manual
 - 2. Treatment monitoring.
 - 3. Mapping and documentation in NRIS and FACTS.
 - 4. Utilization of Local Work Force.
- J. PAYMENT/REIMBURSEMENT The Forest Service shall reimburse Lewis County for the Forest Service's share of actual expenses incurred, not to exceed **\$44,654.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the Lewis County's monthly invoice. Each invoice from Lewis County shall display the total project costs for the billing period, separated by Forest Service and Lewis County 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 Lewis 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. Cooperator name, address, and telephone number.
- 2. 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 Forest Service and Cooperator 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 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 shall 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: Brad Kriekhaus at bkriekhaus@fs.fed.us

K. OVERPAYMENT. Any funds paid to Lewis 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 Cooperator to the Forest Service:

1. Any interest or other investment income earned on advances of agreement funds; or
2. 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 Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Lewis 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 Forest Service may charge interest on an overdue debt.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD 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 Stewardship Agreement.

Principal Partner Contacts:

Name: Bill Wamsley Address: 351 NW North St. City, State, Zip: Chehalis, WA 98532 Telephone: 360-740-1215 FAX: 360-740-2792 Email: wamsleyb@wsu.edu
Program Coordinator

Principal U.S. Forest Service Contacts:

Name: Brad Kriekhaus Address: 10024 US HW 12 PO Box 670 City, State, Zip: Randle, WA 98377 Telephone: 360-497-1164 FAX: 360-497-1102 Email: bkriekhaus@fs.fed.us	Name: Jessica Clark, Address: 987 McClellan Rd (physical) 501 E 5th Street Bldg 404 (mailing) City, State, Zip: Vancouver, WA 98661 Telephone: 360-891-5168 FAX: 360-891-5081 Email: jessicaaclark@fs.fed.us
Botanist	Grants Management Specialist

- B. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Lewis 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.
- C. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. **ANNUAL MEETING.** At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- E. **ENVIRONMENTAL MANAGEMENT SYSTEM (EMS).** The parties will comply with the Forest Service’s environmental management system (EMS) which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on National forest system (NFS) lands. The Forest Service will provide Lewis County with details for compliance.

- F. NEPA COMPLIANCE. The Forest Service will assure that this Stewardship Agreement incorporates necessary design criteria and standards for operation to comply with the NEPA document. Lewis County will work with the Forest Service to comply with these terms on the ground.
- G. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
1. The extent of mutual interest and benefit.
 2. The advantages and effectiveness of mutual participation.
 3. Joint expertise.
 4. Past performance.
 5. Technical approach
 6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
 7. Ability to utilize, educate and/or train a local workforce.
 8. Benefits to the local community
 9. Ability to complete work in a timely manner.
 10. Experience in performing similar work.
 11. Ability to conduct work in an environmentally sound manner.
- H. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Lewis County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Stewardship Agreement.
- To Lewis County, at Lewis County's address shown in this Stewardship Agreement or such other address designated within this Stewardship Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Stewardship Agreement in no way restricts the Forest Service or Lewis County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Any of Lewis County's contributions made under this Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of Lewis County's products or activities.
- K. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. Lewis County agree(s) that any of Lewis 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), and Lewis County hereby willingly agree(s) to assume these responsibilities.

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

L. MEMBERS OF U.S. 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 Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.

M. DRUG-FREE WORKPLACE.

1. Lewis County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions Lewis County will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

(1) Shall abide by the terms of the statement, and

(2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

2. Lewis County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. The established policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Stewardship Agreement, or the completion date of this Stewardship Agreement, whichever occurs first.
 4. Lewis County agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after Lewis County learn(s) of the conviction.
 5. Within 30 calendar days of learning about an employee's conviction, Lewis County shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- N. 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.
- O. ELIGIBLE WORKERS. Lewis 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). Lewis County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Stewardship Agreement.

P. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Lewis 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

Lewis 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

Lewis County shall maintain effective control over and accountability for all Forest Service funds. Lewis 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

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

Q. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the 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 grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the 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.

- R. USE OF FOREST SERVICE INSIGNIA. In order for Lewis County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service.
- S. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of activities under this Stewardship Agreement 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. Where 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.

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

- T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Lewis County shall retain all records pertinent to this Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. Lewis County shall provide access and the right to examine all records related to this Stewardship Agreement to the 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 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 shall be retained for 3 years after its final disposition.

- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to Stewardship 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).

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).

- V. 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.

- W. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Lewis County is/are encouraged to give public notice of the receipt of this award/Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Gifford Pinchot National Forest of the Forest Service, Department of Agriculture, Noxious Weed Program."

Lewis County may call on Forest Service's Office of Communication for advice regarding public notices. Lewis County is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- X. GOVERNMENT-FURNISHED PROPERTY. Lewis County may only use Forest Service property furnished under this Stewardship Agreement for performing tasks assigned in this Stewardship Agreement. Lewis County shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Partner Liability for Government Property.

1. Unless otherwise provided for in the Stewardship Agreement, Lewis County 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 Lewis County 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 Lewis County's managerial personnel. Lewis County's managerial personnel, in this clause, means Lewis County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Lewis County's business; all or substantially all of Lewis County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Lewis County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Lewis County 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. Lewis County 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 G&A Specialist, Lewis County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

Y. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Lewis County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Stewardship Agreement.

Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Lewis County 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 alleging 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 shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

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

1. Temporarily withhold cash payments pending correction of the deficiency by Lewis County or more severe enforcement action by the 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 Stewardship Agreement for Lewis 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.

BB. TERMINATION BY MUTUAL AGREEMENT. This Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and Lewis County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by Lewis County to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Stewardship Agreement must not accomplish the purpose for which the Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Stewardship Agreement, Lewis County shall not incur any new obligations for the terminated portion of the Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to Lewis County for the Forest Service share of obligations that cannot be canceled and were properly incurred by Lewis County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

- CC. 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.
- DD. DEBARMENT AND SUSPENSION. Lewis County shall immediately inform the 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 Lewis County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- EE. MODIFICATION. Modifications within the scope of this Stewardship 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 Forest Service is not obligated to fund any changes not properly approved in advance.
- FF. COMMENCEMENT/EXPIRATION DATE. This Stewardship Agreement is executed as of the date of the last signature and is effective through December 30, 2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- GG. 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 Stewardship Agreement.

In witness whereof, the parties have executed this Stewardship Agreement as of the last date written below.



GARY STAMPER, Chairman
Lewis County

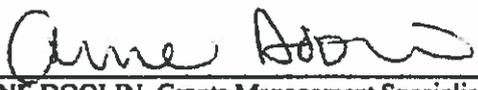
7/17/17
Date



GINA OWENS, Forest Supervisor
U.S. Forest Service, Gifford Pinchot National Forest

7/18/17
Date

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



ANNE DOOLIN, Grants Management Specialist
U.S. Forest Service, Gifford Pinchot National Forest

6-15-17
Date

Burden Statement

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**BEFORE THE BOARD OF COMMISSIONERS
FOR LEWIS COUNTY, WASHINGTON**

Approving a Stewardship Agreement)
No. 17-SA-11060300-020, between Lewis County) **RESOLUTION NO. 17 - 207**
and the USDA Forest Service, Gifford Pinchot National)
Forest for noxious weed control and management and)
authorizing the Chairman of the Board of County)
Commissioners (BOCC) signature thereon)

WHEREAS, the USDA Forest Service, Gifford Pinchot National Forest and Lewis County are both political subdivisions, and have entered into a Stewardship Agreement, No. 17-SA-11060300-020, to address management of noxious weeds; and

WHEREAS, a Stewardship Agreement, that provides for management of noxious weeds on the Gifford Pinchot National and includes funding in the amount of \$44,654.00 has been prepared between Lewis County and the USDA Forest Service, Gifford Pinchot National Forest; and

WHEREAS, the BOCC has had an opportunity to review the Stewardship Agreement No. 17-SA-11060300-020, attached as "Attachment A"; and

WHEREAS, it appears to be in the best public interest to approve and authorize this Stewardship Agreement, with the USDA Forest Service, Gifford Pinchot National Forest;

NOW THEREFORE BE IT RESOLVED, that the BOCC of Lewis County hereby approves of the terms and conditions of the attached Stewardship Agreement No. No. 17-SA-11060300-020, between Lewis County and the USDA Forest Service, Gifford Pinchot National Forest, and hereby authorizes the Chairman of the BOCC to sign the same on behalf of the County.

PASSED IN REGULAR SESSION this 17th day of July, 2017.

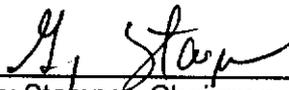
ATTEST:

BOARD OF COMMISSIONERS
for Lewis County, Washington

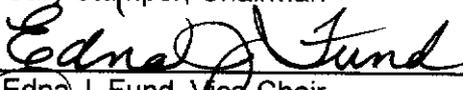


Rieva Lester, Clerk of the Board
Lewis County Commissioner



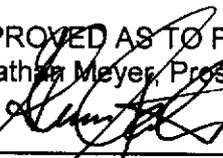


Gary Stamper, Chairman

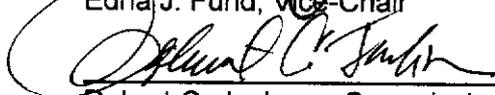


Edna J. Fund, Vice-Chair

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: 

Civil Deputy Prosecuting Attorney



Robert C. Jackson, Commissioner

APPENDIX A DEFINITIONS

Technical and Cost Evaluation. The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in this Stewardship Agreement.

APPENDIX B

TECHNICAL PROJECT PROPOSAL

Introduction

Lewis County Weed Control Board functions as a Cooperative Weed Management Area organization by partnering with local, state, and federal agencies in managing noxious weeds along public right of ways, private rock quarries, and high priority locations throughout the county. In cooperation with the Forest Service, Lewis County also treats invasive species in priority areas on the forest such as rock quarries, roadsides, trailheads, snow parks, and other disturbed areas as needed. Stopping or reducing the spread of invasive species has economic benefits for most landowners, and ecological benefits for most native species.

Project Goal

Lewis County works with the Forest Service to control or eradicate invasive species on the forest, seeks to encourage Best Management Practices to prevent the spread or introduction of new invasive species on forest service or adjacent lands, and educates the public about invasive species management on private property.

Project Description

The Lewis County Weed Board hires two or more seasonal crews as needed to accomplish the weed treatments, monitoring and data reporting that are part of this agreement. Typically a crew of two people will treat weeds with backpack sprayers, or by hand pulling or other mechanical means. In some cases, weed treatments will be followed by re-seeding or planting with native species.

Invasive Plant Control

Considerable research, timing and cooperation from the weather are necessary to treat the priority weed infestations on the forest. Lewis County and the Forest Service maintain a priority species list which guides our treatment priorities, while also considering the nature and value of surrounding habitat which may be threatened. Treatments are not as effective during the late summer drought typical for Lewis County. Priority species in 2017 include 3 species of knapweed, 4 species of hawkweed, scotch broom, English holly, and burdock and we are evaluating everlasting pea as a priority. Early detection and rapid control of new invasive species is also a priority.

Timeline

Jan through April - Administration, grants and proposal writing, pre-season planning, and prioritization of treatments.

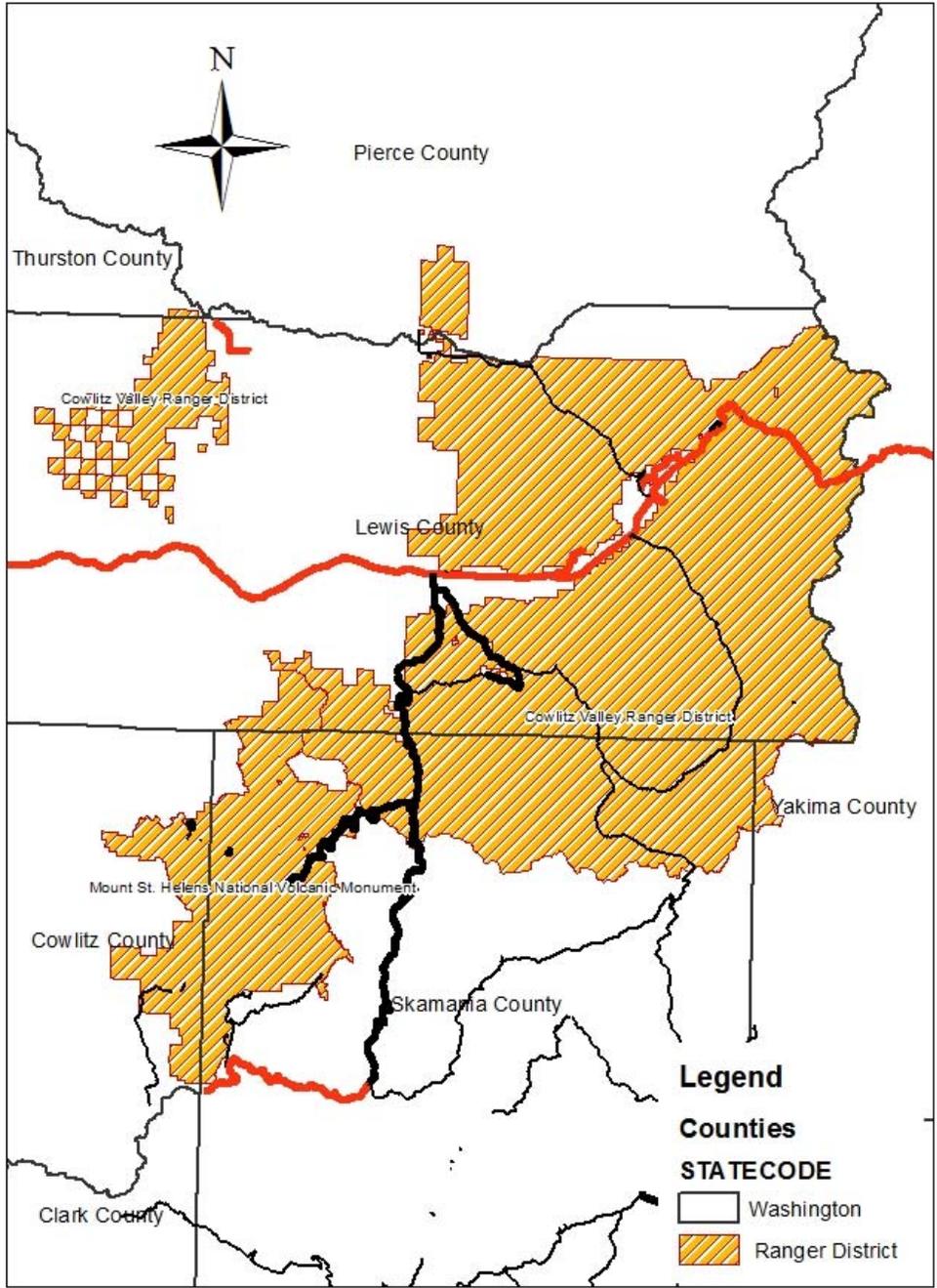
May to mid-June – Hiring crews, coordinating with Forest Service, pre-season meeting with FS, work on Agreements, early season weed treatments.

Late June – mid-October - Core season for weed treatments, monitoring and reporting.

Late October through December – post season meeting with FS, end of year accomplishment reporting.

**APPENDIX C
MAP OF STEWARDSHIP PROJECT AREA**

2017 Lewis County Stewardship Agreement



Brad Kriekhaus, April 11, 2017

APPENDIX D
FINANCIAL PLAN

Insert FS 1500-17A, B, or C Agreement Financial Plan here.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$23,170.00	\$29,924.00	\$14,160.00	\$0.00	\$67,254.00
Travel	\$762.00	\$5,894.00	\$2,722.00	\$0.00	\$9,378.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$50.00	\$3,526.55	\$0.00	\$0.00	\$3,576.55
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$200.00	\$1,250.00	\$0.00	\$0.00	\$1,450.00
Other					\$0.00
Subtotal	\$24,182.00	\$40,594.55	\$16,882.00	\$0.00	\$81,658.55
Coop Indirect Costs		\$4,059.45	\$1,688.20		\$5,747.65
FS Overhead Costs	\$2,176.38				\$2,176.38
Total	\$26,358.38	\$44,654.00	\$18,570.20	\$0.00	\$89,582.58
Total Project Value:					\$89,582.58

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.27%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.73%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

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 determining 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 formulas, 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
Program Leader	\$428.00	10.00	\$4,280.00
Botanist	\$368.00	30.00	\$11,040.00
Database Manager	\$350.00	10.00	\$3,500.00
Biological Tech	\$145.00	30.00	\$4,350.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$23,170.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

	# of Units	Cost/Unit	Total
Fleet, FOR (monthly cost)	2.00	\$231.00	\$462.00
Fleet, Mileage Rate/mile	1,000.00	\$0.30	\$300.00

Total Travel

\$762.00

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
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Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Office/computer supplies		1.00	\$50.00	\$50.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
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Total Supplies/Materials	\$50.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation				
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Total Printing	\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Field Gear		1.00	\$200.00	\$200.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
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Total Other	\$200.00
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Subtotal Direct Costs	\$24,182.00
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
9.00%	\$24,182.00			\$2,176.38
Total FS Overhead Costs				\$2,176.38

TOTAL COST	\$26,358.38
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WORKSHEET FOR

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

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 determining 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 formulas, 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
Weed Coordinator (S & B)	\$472.00	17.00		\$8,024.00
Weed Specialist	\$130.00	50.00		\$6,500.00
Weed Specialist	\$130.00	50.00		\$6,500.00
Weed Specialist	\$130.00	50.00		\$6,500.00
				\$0.00

Non-Standard Calculation

Benefits to Weed Spec. salaries	\$2,400.00
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Total Salaries/Labor

\$29,924.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00

County Vehicle, Miles

County Vehicle, cost per day	\$75.00	56		\$4,200.00
County Vehicle Monthly ERR Charge	\$847.00	2.00		\$1,694.00

Total Travel

\$5,894.00

Equipment

Standard Calculation

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

Non-Standard Calculation

\$0.00

Total Equipment					\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Triclopyr		10.00	\$177.45	\$1,774.50
Clorpyralid		2.00	\$500.00	\$1,000.00
Surfactant		\$4.00	41.75	\$167.00
Aminopyralid		2.00	\$105.00	\$210.00

Non-Standard Calculation

Safety items, PPE, disposables (glasses, gloves, spill)		1.00		\$375.05
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Total Supplies/Materials					\$3,526.55
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Printing

Standard Calculation

		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

				\$0.00
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Total Printing					\$0.00
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Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit	Total
Copier, software maint.		1.00	\$150.00	\$150.00
County IT-IS		2.00	\$550.00	\$1,100.00
Computer support				\$0.00
				\$0.00

Non-Standard Calculation

Total Other					\$1,250.00
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Subtotal Direct Costs	\$40,594.55
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$40,594.55	\$4,059.45

Total Coop. Indirect Costs	\$4,059.45
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TOTAL COST	\$44,654.00
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WORKSHEET FOR

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

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 determining 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 formulae, 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
Program Coordinator	\$472.00	30.00		\$14,160.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$14,160.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Day	# of Days		Total
County Vehicle, cost per day		\$75.00	25.00		\$1,875.00
County Vehicle Monthly ERR Charge		\$847.00	1.00		\$847.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$2,722.00
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Equipment

Standard Calculation

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

Non-Standard Calculation

\$0.00

Total Equipment						\$0.00
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Supplies/Materials

Standard Calculation

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

\$0.00

Non-Standard Calculation

Total Supplies/Materials						\$0.00
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Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
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\$0.00

Non-Standard Calculation

\$0.00

Total Printing						\$0.00
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Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
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\$0.00

\$0.00

\$0.00

\$0.00

Non-Standard Calculation

Total Other						\$0.00
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Subtotal Direct Costs

\$16,882.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
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10.00% \$16,882.00

\$1,688.20

Total Coop. Indirect Costs				\$1,688.20
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TOTAL COST

\$18,570.20