



FS Agreement No. 16-PA-11060300-025

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
LEWIS COUNTY (LEWIS COUNTY WEED BOARD)
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GIFFORD PINCHOT NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the Lewis County, (Lewis County Weed Board), hereinafter referred to as “Lewis County or Cooperator,” 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: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161; the Wyden Amendment, (Public Law 105-277, Section 323 as amended by Pub.L. 109-54, Sec. 434, and permanently authorized by Pub. L. 111-11Section 2001); and Agricultural Act of 2014, Pub. L. 113-79, sec. 8205

Background: Control of noxious and exotic weeds is one of the objectives of the U.S. Forest Service. In 2003, Forest Service Chief Dale Bosworth identified invasive species as one of the top four threats to the health of the nation's forests. The proposed scope of work fits the strategies outlined within stemming the Invasive Tide, the Forest Service Strategy for Noxious and Nonnative Invasive Plant Management.

Lewis County and the U.S. Forest Service have worked cooperatively on an invasive species control program for the last 10 years. After the Forest Service completed a site specific Environmental Impact Statement (2008) for the Gifford Pinchot National Forest, Lewis County took the lead role in implementing eradication and control efforts on the ground. The Forest Service continues to help plan and fund this invasive program.

Historically several funding sources have been used to support this program. The Knudson - Vandenberg (KV) program and related Stewardship funding sources allow timber related funds to be allocated for forest health improvements, including invasive species control. Retained receipts funding has been approved for focused invasive plant control in Lewis County dealing with aggressive, problematic species. Other past sources of funding have included Secure Rural Schools (RAC/Title II), the Rocky Mountain Elk Foundation as well as appropriated dollars. In the future if additional funds from any of these sources are available this agreement can be modified to increase funding and acres treated.



Title: Lewis County- Gifford Pinchot National Forest Scotch Broom & Noxious Weed Integrated Management

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants throughout Lewis County, in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the prevention, detection, control and restoration of effects from aquatic and terrestrial invasive species, and is directed to coordinate National Forest System invasive species management activities with other U.S. Forest Service programs and external partners to reduce, minimize, or eliminate the potential for introduction, establishment, spread, and impact of aquatic and terrestrial invasive species (FSM 2900 et seq.). In addition, U.S. Forest Service regulations at 36 CFR 222.8 acknowledge the Agency's obligation to work cooperatively in identifying invasive species (including noxious weeds) problems and initiating control programs for protection, management, restoration, and improvement of National Forest System lands. Washington State weed laws establish all property owner's responsibility for helping to prevent and control the spread of noxious weeds (RCW 17.10). County Weed Boards act as leaders in implementing state weed law at the local level.

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.



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

III. Lewis County SHALL:

- A. LEGAL AUTHORITY. Lewis County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Control and eradicate invasive plants in a manner 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 or Federally licensed applicator.
- C. Provide timely data reports to the Forest Service which include infestation maps, all treatments and monitoring conducted. While reporting requirements may change, as agreed to by the Forest Service and Lewis County, the current expectation is bi-weekly reports of accomplished work.
- D. Perform program activities as described in the attached Scope of Work.
- E. Follow all applicable fire prevention requirements as prescribed by industrial fire precaution levels.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Lewis County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$68,567.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Lewis County's monthly invoice. Each invoice from Lewis County shall display the total project costs for the billing period, separated by U.S. Forest Service and Lewis County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display 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. Lewis County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)



5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Lewis County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement”
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

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

Send a copy to: Brad Kriekhaus
bkriekhaus@fs.fed.us

- B. The U.S. Forest Service shall provide updated maps or GIS shapefiles with areas prioritized for treatment prior to the beginning of the County weed crew field season. U.S. Forest Service personnel will make periodic checks to assure adherence to FS standards.
- C. The U.S. Forest Service will provide safety training to the County in order to prepare County crew members for working along Forest roads and in remote areas.
- D. Agency representatives will meet regularly to prioritize management areas, communicate progress and to revise project direction as necessary.

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
Bill Wamsley, Lewis County 351 NW North St. MS:AES02 Chehalis, WA 98532 Telephone: 360-740-1215 FAX: 360-740-2792 Email: wamsleyb@wsu.edu	Bill Wamsley, Lewis County 351 NW North St. MS:AES02 Chehalis, WA 98532 Telephone: 360-740-1215 FAX: 360-740-2792 Email: wamsleyb@wsu.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Brad Kriekhaus, North Zone Botanist P.O. Box 670 Randle, WA 98377 Telephone: 360-497-1164 FAX: 360-497-1102 Email: bkriekhaus@fs.fed.us	Anne Doolin, Lead Agreement Specialist 991 McClellan Road Vancouver, WA 98661 Telephone: 360-891-5168 Email: adoolin@fs.fed.us

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

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

To Lewis County, at the address shown in the agreement or such other address designated within the agreement.

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

- C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Lewis County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of Lewis County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Lewis County's products or activities.
- E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for Lewis County 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 Lewis County when permission is granted.

- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. 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), as 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 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, audiotope, 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. 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 awarded under this agreement.
- J. 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.

K. **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 U.S. Forest Service funds, real property, and personal property assets. 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 and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$ 68,567.00 are currently available for performance of this agreement through December 31, 2020. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Lewis County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.



M. 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 Lewis County 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, Lewis County 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 Lewis County's cognizant audit agency no later than 3 months after the effective date of the agreement. Lewis County 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.

N. 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 Lewis County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

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

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

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

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

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

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

- P. 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.

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

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



section must not be limited to the required retention period but must last as long as the records are kept.

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

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

- R. 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).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Lewis County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. PROPERTY IMPROVEMENTS. Improvements placed by Lewis County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Lewis County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Lewis County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of



conflict). Lewis County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Lewis County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

- W. GOVERNMENT-FURNISHED PROPERTY. Lewis County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Lewis County 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, 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 provision, 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 Grants Management 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 agreements of assignment in favor of the Government in obtaining recovery.
- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Lewis County shall acknowledge



U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

- Y. 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 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."

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

1. Temporarily withhold cash payments pending correction of the deficiency by Lewis County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for 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.

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



1. When the U.S. 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.
2. By 30 days written notification by Lewis County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

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

- BB. 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.
- CC. DEBARMENT AND SUSPENSION. Lewis County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should 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 U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2020, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



FF. 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.

P.W. (BILL) SCHULTE, Chair Date
Board of County Commissioners, Lewis County

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

Attachments: Financial Plan, Exhibit A
Scope of Work

The authority and format of this agreement (16-PA-11060300-025) have been reviewed and approved for signature.

August 17, 2016
Date

ANNE DOOLIN
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Scope of Work

Project Description

Location: The project location includes all lands in Lewis County, but with an emphasis on the northern region of the Gifford Pinchot National Forest, including the Cowlitz Valley Ranger District and northern tip of the Mount St. Helens National Volcanic Monument.

The purpose of this project is to implement the fundamental elements of Prevention, Early Detection & Rapid Response and practical control of an Integrated Weed Management Program and provide a comprehensive program for noxious weed control across multiple jurisdictions within Lewis County. The Lewis County Weed Board is being provided funding to provide an array of invasive program activities:

- Contact and work with private, state, and federal landowners as well as easement or right-of-way holders to provide information and continue control of high priority noxious weeds and invasive plants present in the county, such as Scotch broom, knapweeds, tansy ragwort and hawkweeds.
- Continue hand and mechanical treatment methods, when these are the most effective means available, for removal of noxious weeds on the Gifford Pinchot National Forest in identified high priority areas. As practicable, revisit all sites that were previously treated for control of any new seedlings.
- Continue herbicide treatment of noxious weeds, as practical, using EPA and Forest Service approved products on administrative sites that have NEPA analysis completed to allow for such treatment (sites and parameters listed within the Categorical Exclusions (CE) for Administrative sites) and/or;
 - Continue to implement an integrated invasive plant control plan, utilizing the most effective methods covered by the Environmental Impact Statement - Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area (Washington Portion) Site-Specific Invasive Plant Treatment Project. Consult with a Forest Service Invasive Species program leader about any questions regarding appropriate treatments. All proposed treatments should also be covered by the annual Pesticide Use Plan prepared by the Forest Service.
- Assist with monitoring and control of non-native plants in gravel and sand pits to prevent much wider distribution of these plants in pit materials.

Prevention

- Re-vegetate areas disturbed by weed control activities where appropriate using A) native seed mix and guidance for application provided by the Forest Service to Lewis County Weed control crew, and, where needed, B) weed free straw applied as mulch to the native seed.



Education

- Continue public outreach and education by participating in the Southwest Washington Fair, developing community awareness programs and activities, arranging press releases, recruiting volunteers, and assisting with coordination and implementation of other events such as “Go Play Outside Day” or “Fish derby.”

Coordination

- Assist with efforts to create active, effective Coordinated Weed Management Areas with other jurisdictions covering areas adjacent to or overlapping the Cowlitz Valley Ranger District.

Project Management

- Lewis County Weed Board will take responsibility for data entry of the data collected during implementation of the project. The noxious weed data will be collected and formatted for migration to the Forest Service databases of record: NRIS TES/IP (Natural Resource Information System), for mapping populations, and FACTS, for recording treatments, including monitoring. The Forest Service may provide a handheld data recorder with a mobile version of the NRIS database user interface for direct data recording in the field.
- Continue efforts to seek funding to leverage Title II funds. Emphasis is to increase project partners, such as other state and Federal agencies, and environmental and volunteer groups to help control noxious weeds and to further establish an ongoing integrated program after Title II has expired.
- Comply with any SEPA or NEPA project design features and/or mitigations as well as requirements of the Historic Preservation, Endangered Species, and Clean Water Acts.
- Continue training of Lewis County weed personnel and control crews in weed identification, pesticide licensing, record keeping, database use, GPS use, CPR, First-Aid, county safety standards, fire prevention, and other elements of the program, in order to further develop their marketable career skills.

Agency representatives will meet regularly to prioritize management areas, communicate progress and to revise project direction as necessary.

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	\$34,820.00	\$50,028.00	\$21,950.00	\$0.00	\$106,798.00
Travel	\$0.00	\$8,132.50	\$990.00	\$0.00	\$9,122.50
Equipment	\$1,400.00	\$0.00	\$1,980.00	\$0.00	\$3,380.00
Supplies/Materials	\$0.00	\$5,919.00	\$0.00	\$0.00	\$5,919.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$1,350.00	\$8,798.00	\$0.00	\$10,148.00
Other					\$0.00
Subtotal	\$36,220.00	\$65,429.50	\$33,718.00	\$0.00	\$135,367.50
Coop Indirect Costs		\$3,137.50	\$3,371.80		\$6,509.30
FS Overhead Costs	\$2,897.60				\$2,897.60
Total	\$39,117.60	\$68,567.00	\$37,089.80	\$0.00	\$144,774.40
Total Project Value:					\$144,774.40

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 74.38%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 25.62%
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	\$450.00	10.00		\$4,500.00
Botanist	\$350.00	40.00		\$14,000.00
Database Manager	\$340.00	15.00		\$5,100.00
Biological Tech	\$187.00	60.00		\$11,220.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$34,820.00

Travel

Standard Calculation

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

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Fleet	1.00	\$20.00	70.00		\$1,400.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$1,400.00
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Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

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

Non-Standard Calculation

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

Non-Standard Calculation

Total Other	\$0.00
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Subtotal Direct Costs	\$36,220.00
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
8.00%	\$36,220.00			\$2,897.60
Total FS Overhead Costs				\$2,897.60

TOTAL COST	\$39,117.60
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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 Specialist	\$125.00	78.00		\$9,750.00
Weed Specialist	\$125.00	143.00		\$17,875.00
Weed Specialist	\$125.00	143.00		\$17,875.00

Non-Standard Calculation

Weed Specialist benefits (Ind. Ins \$,283, Soc Sec. \$3483, County Ins \$489, CO Unemploy \$273)	\$4,528.00
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Total Salaries/Labor

\$50,028.00

Travel

Standard Calculation

Travel Expense	Employees	Cost	Units		Total
County Vehicle, Miles-mileage rate		\$0.55	5,750		\$3,162.50
					\$0.00

Non-Standard Calculation

County Vehicle Monthly ERR Charge	\$4,970.00
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Total Travel

\$8,132.50

Equipment

Standard Calculation

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

Total Equipment

\$0.00

Supplies/Materials**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
Triclopyr	20	\$163.00	\$3,260.00
Clorpyralid	5	\$150.00	\$750.00
Glyphosate	3	\$25.00	\$75.00
Surfactant	7	\$40.00	\$280.00
Marker dye	4	38.00	\$152.00
			\$0.00

Non-Standard Calculation

Safety Equipment (PPE), eye protection, gloves, vests	\$300.00
Supplies miscellaneous	\$602.00
Backpack sprayer, sprayer parts	\$500.00

Total Supplies/Materials	\$5,919.00
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Printing**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$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
Professional services, phone, copier, software maint.	1.00	\$150.00	\$150.00
County Interfund-Info. Serv. Computer support	2.00	\$600.00	\$1,200.00
			\$0.00

Non-Standard Calculation

Total Other	\$1,350.00
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Subtotal Direct Costs**\$65,429.50****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
Partial IDC @ 10%	\$65,429.50	\$3,137.50
Total Coop. Indirect Costs		\$3,137.50

TOTAL COST**\$68,567.00**

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		\$439.00	50.00		\$21,950.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$21,950.00
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Travel

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

Non-Standard Calculation

Co. Vehicle Miles/mileage rate	1.00	\$0.55	1800.00		\$990.00
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Total Travel	\$990.00
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Equipment

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

Non-Standard Calculation

Total Equipment	\$1,980.00
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Supplies/Materials

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

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Printing

Standard Calculation				
Paper Material		# 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
Unemployment costs 6 employees		1.00	\$8,198.00	\$8,198.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Software maintenance fee	\$600.00
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	\$8,798.00
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Subtotal Direct Costs	\$33,718.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
Unrecovered from Cash to Cooperator ($\$65,427.5 \times 10\% = \$6,542.75 - \$3137.5$)			\$3,405.25
10.00%	\$33,718.00		\$3,371.80

Total Coop. Indirect Costs	\$3,371.80
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TOTAL COST	\$37,089.80
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