

FS Agreement No. 21-PA-11041908-049

County Agreement No. _____

**MASTER
PARTICIPATING AGREEMENT
Between The
COUNTY OF TOOELE
And The
USDA, FOREST SERVICE
INTERMOUNTAIN REGION
UINTA-WASATCH-CACHE NATIONAL FOREST
SPANISH FORK RANGER DISTRICT**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the County of Tooele, hereinafter referred to as "the County or Cooperator," and the USDA, Forest Service, Intermountain Region, Uinta-Wasatch-Cache National Forest hereinafter referred to as the "U.S. Forest Service," under the authority:

1. 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, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.
2. Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.
3. Secure Rural Schools and Community Self-Determination Act of 2000, Pub.L. 106-393, 16 U.S.C. 500, as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax Relief Act of 2008, Section 601(a) in division C of Pub. L. 110.
4. Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub.L. 104-127).
5. Granger-Thye Act of April 24, 1950.

(See individual Supplemental Project Agreements for the project-specific authority or authorities used.)

Background: The U.S. Forest Service has an active integrated noxious and invasive weed program in place and weed prevention, early detection and rapid response, (control and eradication of any new invading noxious and/or invasive weeds) are practiced. Containment and/or reduction of more established or widespread species is also part of the Forest program.



The County is actively engaged in an integrated weed control program within the County, and continues to pursue cooperation with landowners, the U. S. Forest Service and others in the control of noxious and invasive weeds.

The U.S. Forest Service and the County have participated together in the past to control noxious weeds informally as well as under formal agreements. Both parties have a continuing commitment to working together in the war on weeds.

There are currently five classes of noxious weeds designated in the State of Utah:

Class 1A (EDRR Watch List), Declared noxious and invasive weeds not native to the State of Utah and not known to exist in the State that pose a serious threat to the state and should be considered as a very high priority.

Class 1B (EDRR), Declared noxious and invasive weeds not native to the State of Utah that are known to exist in the State in very limited populations and pose a serious threat to the State and should be considered as a very high priority.

Class 2 (Control), Declared noxious and invasive weeds not native to the State of Utah, that pose a threat to the State and should be considered a high priority for control. Weeds listed in the control list are known to exist in varying populations throughout the State. The concentration of these weeds is at a level where control or eradication may be possible.

Class 3 (Containment), Declared noxious and invasive weeds not native to the State of Utah that are widely spread. Weeds listed in the containment noxious weeds list are known to exist in various populations throughout the State. Weed control efforts may be directed at reducing or eliminating new or expanding weed populations. Known and established weed populations, as determined by the weed control authority, may be managed by any approved weed control methodology, as determined by the weed control authority. These weeds pose a threat to the agricultural industry and agricultural products.

Class 4 (Prohibited for sale or propagation). Declared noxious and invasive weeds, not native to the State of Utah, that pose a threat to the State through the retail sale or propagation in the nursery and greenhouse industry. Prohibited noxious weeds are annual, biennial, or perennial plants that the commissioner designates as having the potential or are known to be detrimental to human or animal health, the environment, public roads, crops, or other property.

The potential for spread of noxious and invasive weed species within the County has increased due to existing infestations and seed sources in the area and surrounding areas as well, particularly since many of the weed infestations are located along travel routes, (both roads and trails).

The parties have agreed that the invasive and noxious weeds of concern (that currently occur in the County or that may invade into the County) include but are not limited to the following species (this list may be added to or amended as needed at any time):



Scientific Name	Common Name	Status: Utah State Noxious or Other
<i>Aegilops cylindrica</i>	Jointed goatgrass	Class 3: Containment
<i>Alhagi maurorum</i>	Camelthorn	Class 1B: Early Detection Rapid Response (EDRR)
<i>Alliaria petiolata</i>	Garlic mustard	Class 1B: Early Detection Rapid Response (EDRR)
<i>Anchusa arvensis</i>	Small bugloss	Class 1A: Early Detection Rapid Response (EDRR)
<i>Arctium minus</i>	Common burdock/Lesser burdock	Invasive
<i>Arundo donax</i>	Giant reed	Class 1B: Early Detection Rapid Response (EDRR)
<i>Brassica elongata</i>	Elongated mustard	Class 1B: Early Detection Rapid Response (EDRR)
<i>Brassica tournefortii</i>	African mustard	Class 1B: Early Detection Rapid Response (EDRR)
<i>Bromus tectorum</i>	Cheatgrass	Invasive
<i>Cardaria spp.</i>	Hoary cress/Whitetop	Class 3: Containment
<i>Carduus acanthoides</i>	Plumeless thistle	Class 1A: Early Detection Rapid Response (EDRR)
<i>Carduus nutans</i>	Musk thistle	Class 3: Containment
<i>Centaurea calcitrapa</i>	Purple starthistle	Class 1B: Early Detection Rapid Response (EDRR)
<i>Centaurea diffusa</i>	Diffuse knapweed	Class 2: Control
<i>Centaurea melitensis</i>	Malta starthistle	Class 1A: Early Detection Rapid Response (EDRR)
<i>Centaurea stoebe</i>	Spotted knapweed	Class 2: Control
<i>Acroptilon repens</i>	Russian knapweed/Hardheads	Class 3: Containment
<i>Centaurea solstitialis</i>	Yellow starthistle	Class 2: Control
<i>Centaurea virgata</i>	Squarrose knapweed	Class 2: Control
<i>Chondrilla juncea</i>	Rush skeletonweed	Class 2: Control
<i>Cirsium arvense</i>	Canada thistle	Class 3: Containment
<i>Cirsium vulgare</i>	Bull thistle	Invasive
<i>Conium maculatum</i>	Poison hemlock	Class 3: Containment
<i>Convolvulus spp.</i>	Field bindweed/Wild Morning- glory	Class 3: Containment
<i>Crupina vulgaris</i>	Common crupina	Class 1A: Early Detection Rapid Response (EDRR)
<i>Cynodon dactylon</i>	Bermudagrass	Class 3: Containment
<i>Cynoglossum officinale</i>	Houndstongue	Class 3: Containment
<i>Cytisus scoparius</i>	Scotch broom	Class 4: Prohibited
<i>Echium vulgare</i>	Vipers bugloss/Blueweed	Class 1B: Early Detection Rapid Response (EDRR)
<i>Elaeagnus angustifolia</i>	Russian olive	Class 4: Prohibited



<i>Elymus repens</i>	Quackgrass	Class 3: Containment
<i>Euphorbia esula</i>	Leafy spurge	Class 2: Control
<i>Euphorbia myrsinites</i>	Myrtle spurge/Blue spurge/Creeping spurge/Donkey tail	Class 4: Prohibited
<i>Galega officinalis</i>	Goatsrue	Class 1B: Early Detection Rapid Response (EDRR)
<i>Hesperis matronalis</i>	Dames Rocket	Class 4: Prohibited
<i>Hyoscyamus niger</i>	Black henbane	Class 2: Control
<i>Hypericum perforatum</i>	Common St. Johnswort	Class 1B: Early Detection Rapid Response (EDRR)
<i>Imperata cylindrica</i>	Cogongrass/Japanese blood grass	Class 4: Prohibited
<i>Isatis tinctoria</i>	Dyers woad	Class 2: Control
<i>Lepidium latifolium</i>	Perennial pepperweed/Tall whitetop/Broadleaved pepperweed	Class 3: Containment
<i>Leucanthemum vulgare</i>	Oxeye daisy	Class 1B: Early Detection Rapid Response (EDRR)
<i>Linaria dalmatica</i>	Dalmatian toadflax	Class 2: Control
<i>Linaria vulgaris</i>	Yellow toadflax	Class 2: Control
<i>Lythrum salicaria</i>	Purple loosestrife	Class 2: Control
<i>Melilotus officinalis</i>	Yellow sweetclover	Invasive
<i>Milium vernale</i>	Spring millet	Class 1A: Early Detection Rapid Response (EDRR)
<i>Onopordum acanthium</i>	Scotch thistle/Cotton thistle	Class 3: Containment
<i>Peganum harmala</i>	African rue	Class 1A: Early Detection Rapid Response (EDRR)
<i>Phragmites australis</i> ssp.	Phragmites/Common reed	Class 3: Containment
<i>Polygonum cuspidatum</i>	Japanese knotweed	Class 1B: Early Detection Rapid Response (EDRR)
<i>Potentilla recta</i>	Sulphur cinquefoil	Invasive
<i>Salvia aethiopis</i>	Mediterranean sage	Class 1A: Early Detection Rapid Response (EDRR)
<i>Scorzonera laciniata</i>	Cutleaf vipergrass	Class 1B: Early Detection Rapid Response (EDRR)
<i>Sorghum halepense</i> and <i>Sorghum alnum</i>	Johnsongrass and Sorghum alnum	Class 3: Containment
<i>Taeniatherum caput-medusae</i>	Medusahead	Class 2: Control
<i>Tamarix ramosissima</i>	Tamarisk/Saltcedar	Class 3: Containment
<i>Tribulus terrestris</i>	Puncturevine/Goathead	Class 3: Containment
<i>Ventenata dubia</i>	Ventenata/North Africa grass	Class 1A: Early Detection Rapid Response (EDRR)
<i>Verbascum thapsus</i>	Common mullein	Invasive
<i>Verbascum virgatum</i>	Wooly mullein/Wand mullein	Invasive



<i>Zygophyllum fabago</i>	Syrian beancaper	Class 1A: Early Detection Rapid Response (EDRR)
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Several invasive exotic plants occur on the Forest but are so widespread that they are not currently targeted for treatment (i.e., cheatgrass), as large-scale treatment is not practical based on current knowledge and/or funding.

Supplemental Project Agreements with scope of work/operating and financial plans will be prepared and will specify the particular noxious and/or invasive species to be targeted for public awareness programs, prevention programs and/or for inventory, mapping, treatment, and monitoring. The U.S. Forest Service and the County agree that prevention is the first line of defense against aggressive noxious weeds.

Title: War on Noxious and Invasive Weeds Master

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to provide a unified effort to control and contain the spread of noxious and invasive weeds through public awareness, prevention, inventory, mapping, treatment and monitoring of noxious and invasive weeds within the County as noted above in the background information and in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The U.S. Forest Service has primary responsibility for protection, management, restoration, and improvement of National Forest System lands and the County has primary responsibility for protection, management, restoration, and improvement of County lands.

It is agreed that the benefits of controlling and containing the spread of noxious and invasive weeds through increasing public awareness, prevention, early detection, rapid response, inventory, mapping, treatment, and monitoring in the entire County area (inclusive of all lands) for noxious weeds will have a direct benefit to the National Forest System lands, private lands, County lands, as well as other lands and the surrounding watersheds.

Increasingly, land managers and landowners face the challenge of conducting effective programs for controlling the spread of noxious and invasive weeds and developing formal partnerships will aid in accomplishing this mission.



It is vital to successfully treat noxious and invasive weeds that threaten watersheds, recreational lands and trails, native plant diversity, soil productivity and wildlife habitat.

Reduction and/or elimination of noxious and invasive weeds according to Utah State Law will help to improve Forest ecosystem health, restore watershed health, be of benefit to surrounding communities, and the general public. Reduction of noxious and invasive species can improve the public's enjoyment of the outdoors. Control of these weeds can improve public comfort and safety, due to the nature of some of these invasive plants. It is also an opportunity for public education and involvement by the public in land stewardship.

New invading noxious and invasive weed species would be targeted and ongoing treatment, monitoring and/or inventory work of existing noxious weed infestations which are located within the County would continue. Roadside treatments of noxious weed infestations would also help slow the spread of weeds into other areas. Forest Plan direction would be supported with treatment of noxious and invasive weeds being based upon highest priority weed locations, (first treatments would target new invading plant species). Through reestablishment of native species, improvement of watersheds will be a direct result of this agreement.

This agreement will improve cooperative relationships, training, and information needs, as well as improve Forest ecosystems by restoring and improving land and water quality. Economic benefits, (both in the short term and long term) to all the parties involved as well as to the general public would be realized and should strengthen the desire for future partnership efforts to occur.

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

III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The County or Cooperator 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 nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The County or Cooperator may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service



requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.

- D. The County shall collaborate in the development and approval of the project plan and proposal under any SPAs; in obtaining required Federal, State, and local permits for the project(s), such as NEPA; in project implementation requirements (including training and information needs) that are in accordance with the terms, conditions, and standards outlined in the project plan; in granting access permission to the U.S. Forest Service, etc.; in final review and approval; and in long-term monitoring and maintenance of projects as needed.

IV. THE U.S. FOREST SERVICE SHALL:

- A. The U.S. Forest Service shall have the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the federal share of project costs, as applicable.
- B. Collaborate with the County in the development and approval of the project plan and proposal under any SPAs; in obtaining required Federal, State, and local permits for the project(s), such as NEPA; in project implementation requirements (including training and information needs) that are in accordance with the terms, conditions, and standards outlined in the project plan; in granting access permission to the County, etc.; in final review and approval; and in long term monitoring and maintenance of projects as needed.

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 County Contacts:

<u>County</u> <u>Project Contact</u>	<u>County</u> <u>Financial Contact</u>
Jerry Caldwell Tooele County Weed Supervisor Tooele County 47 South Main Tooele, Utah 84074 Telephone: (435) 843-3459 FAX: NA Email: jrcaldwell@tooeleco.org	Alison McCoy County Auditor Tooele County 47 South Main Tooele, Utah 84074 Telephone: (435) 843-3310 FAX: NA Email: amccoy@tooeleco.org

**Principal U.S. Forest Service Contacts:**

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Linda Appel Rangeland Management Specialist U.S. Forest Service Uinta-Wasatch-Cache National Forest Spanish Fork Ranger District 44 West 400 North Spanish Fork, Utah 84660 Telephone: (801) 794-6767 FAX: (801) 798-3050 Email: linda.appel@usda.gov	Marci Bodell Grants Management Specialist U.S. Forest Service Uinta-Wasatch-Cache National Forest 857 West South Jordan Parkway South Jordan, Utah 84095-8594 Telephone: (801) 999-2122 FAX: (801) 253-8118 Email: marci.bodell@usda.gov

- B. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA).** Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To the County or Cooperator, 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.

- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the County or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.



- F. ENDORSEMENT. Any the County or Cooperator contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County or Cooperator's products or activities and does not by direct reference or implication convey the County's endorsement of the U.S. Forest Service's products or activities.
- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County or Cooperator 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 must be submitted by Internountain Region, Uinta-Wasatch-Cache National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Internountain Region, Uinta-Wasatch-Cache National Forest will notify the County when permission is granted.
- H. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The County or Cooperator agree(s) that any of The County or Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County or Cooperator has hereby willingly agree(s) to assume these responsibilities.

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

- I. 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.
- J. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.



Additionally, program information may be made available in languages other than English.

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

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

- L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

2. Accounting Records

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

3. Internal Control

The County or Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County or Cooperator 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. The County or Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation



The County or Cooperator 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 U.S. Forest Service upon request.

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 the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator 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 the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator 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 the County or Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County or Cooperator to the U.S. Forest Service:

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

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

1. Making an administrative offset against other requests for reimbursement.



2. Withholding advance payments otherwise due to the County or Cooperator.
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 the parties shall close out the agreement.

Any unobligated balance of cash advanced to the County or Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22.

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

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.

The County or Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County or Cooperator'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. The County or Cooperator shall retain all records pertinent to this agreement for a period of no less



than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County or Cooperator 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 if 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 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. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the County or Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to the County or Cooperator on completion of the project, if appropriate.
- U. FUNDING OF EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of the County or Cooperator'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. Supplies are not equipment.



- V. PROPERTY IMPROVEMENTS. Improvements placed by the County or Cooperator on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements of similar nature. No part of this agreement entitles the County or Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County or Cooperator's established procurement procedures, to ensure free and open competition and avoid any conflict of interest (or appearance of a conflict). The County or Cooperator shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County or Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. The County or Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County or Cooperator 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.

Cooperator Liability for Government Property.

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



County or Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The County or Cooperator 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 & Agreements Specialist, the County or Cooperator 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.

- Y. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations, and forest plans.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County or Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the Cooperator's employees, and any participants and volunteers engaged on behalf of the Cooperator and U.S. Forest Service, who will use chainsaws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The Cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the Cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the Cooperator's employees, and any volunteers and participants engaged on behalf of the Cooperator and the U.S. Forest Service, who will use chainsaws or crosscut saws on National Forest System lands.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County or Cooperator 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, Room 326-W, Whitten Building, 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."

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

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

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

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



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

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

- EE. 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.
- FF. DEBARMENT AND SUSPENSION. The County or Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or Cooperator 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.
- GG. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, the County or Cooperator shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- HH. COPYRIGHTING. The County or Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.



No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by the County or Cooperator under this agreement.
- Any right of copyright to which the County or Cooperator purchase(s) ownership with any federal contributions.

II. PUBLICATION SALE. The County or Cooperator may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

JJ. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

KK. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.

LL. 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.

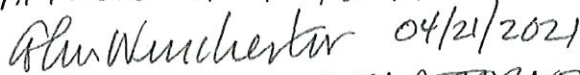
MM. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **April 11, 2026** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

NN. 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.


BRITTANY LOPEZ

Interim County Manager
Tooele County

4/21/2021
Date

APPROVED AS TO FORM:
 04/21/2021
DEPUTY TOOELE COUNTY ATTORNEY



CHAD HUDSON Digitally signed by CHAD HUDSON
Date: 2021.04.29 16:05:35 -06'00'

CHAD HUDSON
Acting Forest Supervisor
U.S. Forest Service
Uinta-Wasatch-Cache National Forest

Date

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

MARCI BODELL Digitally signed by MARCI BODELL
Date: 2021.04.12 13:53:21 -06'00' 04/12/2021

MARCI BODELL
U.S. Forest Service
Grants Management Specialist

Date

Burden Statement

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

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

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