



FS Agreement No. 22-PA-11020600-019

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
ROUTT, COUNTY OF
And The
USDA, FOREST SERVICE
MEDICINE BOW-ROUTT NATIONAL FORESTS AND THUNDER BASIN NATIONAL
GRASSLAND, HAHNS PEAK-BEARS EARS RANGER DISTRICT

This PARTICIPATING AGREEMENT is hereby entered into by and between the County of Routt, Colorado, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Medicine Bow-Routt National Forests and Thunder Basin National Grassland, Hahns Peak/Bears Ears Ranger District, 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 and Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: A participating agreement between Routt County and the U.S. Forest Service has been in place for the purpose of treating invasive plants since 2003.

Title: Routt County Weed Treatment Program

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to recognize that noxious weeds and other undesirable plants pose a threat to the environmental and economic health of the County by the displacement of native plant species, and the degradation of livestock forage, wildlife habitat and recreational values.

This agreement will facilitate a cost-effective and a coordinated treatment of noxious weeds and other undesirable plants throughout the County across jurisdictional boundaries with the objective of achieving healthy and productive natural and agricultural ecosystems. In accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibits A & B.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the County have the responsibility for controlling noxious weeds and other undesirable plants on lands under their jurisdiction. Since noxious weeds and other undesirable plants originate from both jurisdictions, and since infestations often



occur on adjacent jurisdictions, it is in the interest of both parties to this agreement to work together in a cost-effective manner to locate and treat infestations and prevent their spread. Both parties agree that the benefits of treating the entire area for noxious weeds and other undesirable plants, inclusive of the County's land, will have a direct benefit to National Forest System (NFS) lands, County lands and surrounding watersheds.

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

III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The 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. Meet prior to the start of the season each year with the U.S. Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. Those projects will be described in the Operating Plan(s) that year and attached to this agreement.
- C. Perform the following activities for the entire period of this agreement:
 1. Assist in mapping current infestations and advise the U.S. Forest Service Program Contact of any new infestations on NFS lands within Routt County.
 2. Monitor and document the effectiveness of treatments on NFS and County lands. Such monitoring and documentation may take the form of visual inspection during re-treatment efforts, followed by updating weed location maps.
 3. Consult with the U.S. Forest Service to prioritize undesirable plant treatment areas on NFS and County lands.
 4. Cooperate with the U.S. Forest Service in the preparation of the Operating Plan(s) for each year and assist in the identification and prioritization of undesirable plant treatment locations. The County will participate in the preparation and submittal of maps showing specific locations and the extent of undesirable plant populations which it considers to be of high priority for treatment.
 5. Acquire appropriate approval from the U.S. Forest Service prior to implementing any weed management measures on NFS lands.
 6. Follow and adhere to specifications identified in the Operating Plan(s).
 7. Use integrated methods to manage undesirable plants on NFS and County lands.



8. Bill the U.S. Forest Service for approved undesirable plant management projects performed on NFS lands based on pesticide use reports and within limitations specified in the Operating Plan(s).
9. Keep records, including maps of areas treated, amount and type of chemical applied, and targeted species for each treatment on NFS lands, and provide to the U.S. Forest Service upon request.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$1500.00, 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 the County's annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the 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 the 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. The 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 The 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: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service



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

Send a copy via EMAIL to: kristina.wood@usda.gov

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
Tiffany Carlson 136 6 th St, Ste 103 Steamboat Springs, CO 80487 970-870-5246 tcarlson@co.routt.co.us	Kathy Walker 136 6 th St, Ste 103 Steamboat Springs, CO 80487 970-870-5320 kwalker@co.routt.co.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Geri Proctor 2468 Jackson St Laramie, WY 82070 307-745-2408 geri.proctor@usda.gov	Mari Lliteras 1617 Cole Blvd Lakewood, CO 80401 303-275-5288 mari.lliteras@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 the 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 the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the 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 the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the 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 the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The 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, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.



- I. ELIGIBLE WORKERS. The 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). The 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). The 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

The 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

The 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

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The 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

The 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. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the 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 the 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.

M. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to the 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 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the 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.

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

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The 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. The 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.

- P. 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).

- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- R. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

“The Routt County Weed Program and the Hahns Peak-Bears Ears Ranger District of the U.S. Forest Service, U.S. Department of Agriculture, Medicine Bow-Routt National Forest and Thunder Basin Grassland are working in cooperation to control invasive weeds through treatments”

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

- S. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the 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 on completion of the project, if appropriate.
- T. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the the County’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.
- U. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The 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, the 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 the 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 the County's managerial personnel. The County's managerial personnel, in this provision, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The 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. The 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, the 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.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The 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."

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



- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- AA. DEBARMENT AND SUSPENSION. The 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 the 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.
- BB. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



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

- CC. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 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.
- DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through April 5, 2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- EE. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Routt County Commissioner Date
Routt County, Colorado

RUSSELL M. BACON, Forest Supervisor Date
U.S. Forest Service, Medicine Bow-Routt National
Forests and Thunder Basin Grassland

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

KARLA SWENSON Date
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.

**EXHIBIT A
OPERATING PLAN**

**Participating Agreement No. 22-PA-11020600-019 between
Between the U.S. Forest Service, Medicine Bow-Routt NFs & Thunder Basin NG, and Routt County Weed & Pest District**

Work Areas	Quantity (acres)	Treatment (chemical, manual, bio, mech.)	Estimated Period for Treatments	Work Performer	Work Financer	Estimated Cost
Mad Creek Trail and Parking lot	20	Chemical	May/June	County	FS	\$1,500.00
*USFS 440/441 RD	10	Chemical	August/September	County	FS	\$500.00
<i>*In the event that Mad Creek area comes in under budget, this or other approved FS Lands will be treated</i>						
Any remaining funding in this Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Participating Agreement, or de-obligated at the request of the U.S. Forest Service.						

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	\$262.20	\$1,480.00	\$2,140.00	\$0.00	\$3,882.20
Travel	\$51.00	\$0.00	\$0.00	\$0.00	\$51.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00
Other					\$0.00
Subtotal	\$313.20	\$1,500.00	\$2,140.00	\$0.00	\$3,953.20
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$40.72				\$40.72
Total	\$353.92	\$1,500.00	\$2,140.00	\$0.00	\$3,993.92
Total Project Value:					\$3,993.92

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 46.42%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 53.58%
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
GS-9 Range Management Specialist		\$ 262.20	1.00		\$262.20

Non-Standard Calculation

Total Salaries/Labor	\$262.20
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Site Visits-Mileage	1	\$51.00	1.00		\$51.00

Non-Standard Calculation

Total Travel	\$51.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation

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

Non-Standard Calculation				
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Total Printing				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Miles	Cost/Day	Total

Non-Standard Calculation				
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Total Other				\$0.00
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Subtotal Direct Costs	\$313.20
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Forest Service Overhead Costs				
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Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	\$313.20			\$40.72
Total FS Overhead Costs				\$40.72

TOTAL COST	\$353.92
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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/Hour	# of Hours		Total
Weed Technician (2)*		\$97.50	8.00		\$780.00
Weed Technician*		\$87.50	8.00		\$700.00

(*rate includes all expenses)

Non-Standard Calculation

Total Salaries/Labor

\$1,480.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
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Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
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Non-Standard Calculation

even out funds \$20.00

Total Other **\$20.00**

Subtotal Direct Costs **\$1,500.00**

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
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\$1,500.00 \$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST **\$1,500.00**

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 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/Hour	# of Hours		Total
Weed Technicians (2)*	\$97.50	8.00		\$780.00
Weed Technician*	\$82.50	8.00		\$660.00
(*rate includes all expenses)				
Weed Supervisor	\$43.75	16.00		\$700.00

Non-Standard Calculation

Total Salaries/Labor	\$2,140.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item		Total

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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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
					\$0.00
					\$0.00

Non-Standard Calculation					
					\$0.00

Total Other	\$0.00
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Subtotal Direct Costs	\$2,140.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$2,140.00			\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST	\$2,140.00
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