



FS Agreement No. _____

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
CITY OF GREELEY
And The
USDA, FOREST SERVICE
ARAPAHO AND ROOSEVELT NATIONAL FORESTS AND PAWNEE NATIONAL
GRASSLAND

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Greeley, acting by and through its Water Enterprise, hereinafter referred to as “Greeley,” and the United States Department of Agriculture (USDA), Forest Service, Arapaho and Roosevelt National Forest and Pawnee National Grassland, hereinafter referred to as the “U.S. Forest Service,” under the authority: 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

Background: In 2020, the Arapaho and Roosevelt National Forests experienced the two largest wildfires in the history of Colorado (Cameron Peak and East Troublesome), in addition to three other significant fires (Williams Fork, Calwood and Lefthand). These fires significantly affected hundreds of thousands of acres of watersheds that are of critical importance for the domestic, agricultural, and municipal water supplies for over one million people.

The 2020 Cameron Peak Fire burned over 200,000 acres in the watersheds of the Cache la Poudre and Big Thompson Rivers, including both public and private properties. The damage to these watersheds continues to pose immediate and future threats to public infrastructure serving Larimer and Weld Counties, including, without limitation, water supply infrastructure.

The fire impacted soils may result in flash flooding and large fluxes in sediment and debris transport. Research shows that burned areas, particularly those at moderate to high severity, are more susceptible to erosion and debris flow events until enough time has lapsed to allow suitable vegetation (grasses, shrubs, trees) to become re-established to better secure the soil in place. As part of the fire recovery effort, priority areas have been identified that are in need of emergency stabilization using wood mulch and other treatments to help limit impacts to watersheds, soil and water resources. The purpose of this management technique is to stabilize soils and promote forest recovery reducing sediment and debris transport from runoff water or precipitation events, which would in-turn protect water infrastructure and water quality. Soil stabilization is also important in facilitating long-term watershed recovery. Actions that encourage soil retention will help promote revegetation, including development of new forests which in turn provide shade for winter snows and resulting longer spring run-off periods.



In 2021 Greeley facilitated the implementation of extensive emergency watershed protection measures with funding to facilitate the mitigation and rehabilitation measures described generally above, via the federal Natural Resource Conservation Service (NRCS) Emergency Watershed Protection Program and the Colorado Department of Natural Resources Watershed Restoration Wildfire Mitigation Program, administered by the Colorado Water Conservation Board (CWCB). Nearly \$6.5 million dollars of EWP mitigation have been invested to-date. These funds were primarily used on private lands with a portion used to stabilize approximately 1,300 acres of heavily impacted soils on the National Forest.

It is critically important to protect these investments by continuing the watershed restoration on all lands affected by the fire, including U.S. Forest Service lands, upstream of the private lands.

Title: Cameron Peak Post-Fire Mitigation and Recovery Project

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to implement watershed recovery and restoration in and adjacent to lands affected by the Cameron Peak Fire in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A and Scope of Work attached as Exhibit B. Collaborations within the Scope of Work of this agreement include a wide-variety of watershed restoration actions as described in part, in the “2022 Cameron Peak Fire Recovery Work Plan – Aerial Mulching & Point Mitigation” included as Exhibit C. These types of actions, as well as other related restoration efforts which could include reforestation, road work and similar are expected to continue to be refined as additional information is gathered. This restoration plan will be refined as additional information and site visits occur.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and Greeley enter into this agreement with the mutual goal of watershed protection and restoration. Water is one of the most important natural resources flowing from forests. The U.S. Forest Service manages the largest single source of water in the U.S. with about 18% originating from 193 million acres of land. A network of water and watershed resource specialists support stewardship efforts at all levels of the organization to promote healthy, sustainable watersheds fundamental to ecosystems and people. In order to provide water, stable watersheds are essential. Greeley seeks to partner with the U.S. Forest Service to help improve watersheds located on U.S. Forest Service lands, stabilizing the effects of the Cameron Peak Fire, which benefits the local water providers ability to deliver water to its contract allottees as well as the U.S. Forest Service goal of a healthy ecosystem, and protects investments already made in watershed restoration downstream of U.S. Forest Service lands.



The U.S. Forest Service and Greeley acknowledge that the wildfire mitigation and rehabilitation measures facilitated by Greeley pursuant to this agreement constitute one aspect of a larger regional and national policy objective, that is, to mitigate and rehabilitate the impacts of the Cameron Peak Fire, and that Greeley is facilitating these measures for the benefit of all water users and other parties with an interest in the Cache la Poudre and Big Thompson watersheds. Any grant funding received, passed through, or otherwise managed by Greeley pursuant to this agreement is for the purposes of the greater policy objective and the common benefit of the parties described, and will not result in a revenue subsidy or production of a capital asset for the Water Enterprise of the City of Greeley.

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

III. GREELEY SHALL:

- A. LEGAL AUTHORITY. Greeley 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. 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. WORK SCOPE. Greeley will implement watershed recovery measures identified in the attached Financial Plan and Scope of Work in coordination with the U.S. Forest Service and other partners.
- D. CONTRACT OVERSIGHT.
 - 1. Greeley will use its procurement process and award contracts with independent contractors to perform the work identified in the Financial Plan and Scope of Work.
 - 2. Greeley will designate Project Managers to administer and oversee the work in accordance with terms and conditions of the contracts.
 - 3. In accordance with its policies and procedures, Greeley will require the independent contractors to: (a) provide a certificate of insurance, evidencing Commercial General Liability and (b) assume responsibility and liability for damages, loss or injury of any kind or nature whatever to persons or property omission, or failure to act when under a duty to act on the part of the independent contractors or any of their officers, agents, employees, or subcontractors in their performance of the work.

IV. THE U.S. FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Greeley for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$6,000,000, 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 Greeley's monthly invoice. Each invoice from Greeley shall display the total project costs for the billing period, separated by U.S. Forest Service and Greeley'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 Greeley's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. Greeley'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 Greeley 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



- B. TREATMENT APPROVAL. The U.S. Forest Service will participate with Greeley in the strategic planning of watershed restoration efforts, the selection of treatments at specific sites, and will approve all treatments prior to application on U.S. Forest Service lands.
- C. AREA CLOSURES. The U.S. Forest Service will close treatment areas for safety reasons at the reasonable request of Greeley.
- D. TECHINICAL COORDINATOR. The U.S. Forest Service will select an employee to act as the U.S. Forest Service Technical Coordinator for the project.

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
Name: Sean Chambers Address: 1001 11 th Avenue, 2 nd floor City, State, Zip: Greeley, CO 80631 Telephone: 970-350-9815 FAX: Email: sean.chambers@greeleygov.com	Name: Erik Dial Address: 1001 11 th Avenue, 2 nd floor City, State, Zip: Greeley, CO 80631 Telephone: 970-350-9893 FAX: Email: erik.dial@greeleygov.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Robert Skorkowsky Address: 2150 Centre Avenue Building E City, State, Zip: Fort Collins, CO, 80526 Telephone: 970-819-8980 FAX: Email: Robert.Skorkowsky@USDA.Gov	Name: Sara Wolff Address: 2840 Kachina Drive City, State, Zip: Pueblo CO, 81008 Telephone: 719-553-1432 FAX: Email: Sara.Wolf@USDA.Gov

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and



- 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Greeley acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Greeley fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Greeley has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Greeley 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 Greeley, 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.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Greeley from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of Greeley's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Greeley's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Greeley 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 Greeley when permission is granted.



- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Greeley agree(s) that any of Greeley'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 Greeley has hereby willingly agreed to assume these responsibilities.

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

- H. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. Greeley agree(s) that any of Greeley's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and Greeley hereby willingly agree(s) to assume these responsibilities.

Greeley agree(s) that, except as otherwise provided in this provision below, of Greeley's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When Greeley's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of Greeley's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, Greeley's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of Greeley's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, Greeley shall provide any necessary training and support to Greeley's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. Greeley shall also supervise and direct the work of its employees, volunteers, and program 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. 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.
- K. ELIGIBLE WORKERS. Greeley 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). Greeley shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- L. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Greeley 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.
- M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Greeley 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

Greeley 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



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

Greeley 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.

- N. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ 6,000,000 are currently available for performance of this agreement through 5/1/2027. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Greeley receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- O. 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 Greeley 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, Greeley shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from Greeley's cognizant audit agency no later than 3 months after the effective date of the agreement. Greeley 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.
- P. OVERPAYMENT. Any funds paid to Greeley 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 Greeley 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 Greeley.
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.

- Q. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Greeley shall close out the agreement.

Any unobligated balance of cash advanced to Greeley 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 Greeley.

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.

- R. 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.

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

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Greeley 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. Greeley 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.

- T. 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).

- U. 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.
- V. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Greeley 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:
- “Arapaho and Roosevelt National Forests and Pawnee National Grassland of the U.S. Forest Service, U.S. Department of Agriculture”
- Greeley may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Greeley 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.
- W. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Greeley'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.
- X. PROPERTY IMPROVEMENTS. Improvements placed by Greeley on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Greeley to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- Y. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Greeley's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Greeley shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Greeley is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Z. 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 chain saws 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 chain saws or cross cut saws on National Forest System lands.

- AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Greeley shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Greeley 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."

- CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Greeley 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 Greeley 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 Greeley'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 Greeley 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 Greeley 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, Greeley 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 Greeley for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Greeley 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. Greeley 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 Greeley 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. 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.

HH. 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.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 1, 2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

JJ. 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.



Raymond C. Lee III, City Manager
City of Greeley

Date

As to Availability of Funds:

John Karner, Director of Finance
City of Greeley

As to Legal Form:

Doug Marek, City Attorney
City of Greeley

Monte L. Williams, Forest Supervisor
U.S. Forest Service, Arapaho and Roosevelt National
Forests and Pawnee National Grassland

Date

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

SARA WOLF
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.

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