

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



HUERFANO COUNTY GOVERNMENT GRANT APPROVAL MEMORANDUM

Date: 4/20/23
To: Huerfano County Board of County Commissioners
From: Charles Bryant-Huerfano County Noxious Weed Manager
Cc: Carl Young, County Administrator
Re: NWF 2023
Attachments:

1) NWF 2023 Statement of Work

Summary: This grant will be used to fund the seasonal technician position within the Huerfano County Noxious Weed Department

Requested Motion/Action:

- To approve the NWF 2023 funding request provided by the Colorado Department of Agriculture in the amount of \$19,140 and to authorize the Chair or designee to sign all necessary documents.

Grant Program: In this section and each of the following sections write a narrative that includes answers to the questions in each section. Be as concise as possible, but be sure to explain anything that could bring up questions for the BOCC or the public. These memos should rarely exceed two pages.

- **Name of Grant:** NWF 2023
- What is the general purpose of the grant?
A: ***To fund the seasonal technician position within the department***
- Identify if a Federal, State, or private foundation grant.
A: ***State***
- Identify Agency administering the grant.
A: ***Colorado Department of Agriculture***
- Is the grant a federal pass-through? If yes, what is the federal source?
A: ***No***
- Identify whether it is formula or competition grant
A: ***Competitive***
- To the extent possible describe the anticipated timeline for notification and contract
A: ***May 1st, 2023 through December 31st, 2023***

Our Project:

- Which departments and personnel will be involved in the project?

A: ***Both staff members (Smircich and Bryant) will carry out the defined performance activities.***

- Are we collaborating with any outside agencies or community groups? If so, what is the nature of that collaboration.

A: Yes, as in years past we are applying with our partnering agencies within the Upper Arkansas Weed Management Cooperative Area. The Fremont Conservation District is the defined contractor\point of contact for the program. We have participated in this partnership\ funding opportunity since 2018. Through this partnership, members are able to leverage each others resources for the required 50\50 match. Also, a considerable amount of the reporting\administrative work is carried out by the primary contractor (Fremont Conservation District).

Alignment with County Objectives:

- What do we want to gain from this grant program?

A: ***Funding for the seasonal technician position within the department***

- Why are we applying?

A: ***To offset the cost of labor that Huerfano County would otherwise have to fully assume***

- Describe how the grant aligns with the strategic priorities of the County.

A: ***This grant assists the County towards it's goal of being good stewards of the exceptional lands within our jurisdiction. It also aids towards county compliance with the Colorado Noxious Weed Act, especially as it relates to "the dissemination of technical and financial resources" to the public as directed in the Act.***

- Describe how the grant aligns with the Department's mission and goals.

A: ***This grant enhances the department's ability to assist the public with the detection and control of eligible noxious plant species. Specific goals addressed include: dissipation of technical and financial resources, the detection and documentation of affected acres within our jurisdiction, the reduction of infested acres within our jurisdiction and assists multiple stakeholders realize our ultimate mission of creating highly resilient native\desirable plant communities capable of self-regeneration. Doing so assists agricultural producers, conserves vital wildlife habitat and enhances recreational opportunities. The grant also assists towards the completion of CDA defined species containment goals.***

- Does it pay for something the County already does?

A: ***Yes, it provides additional department resources which aide the advancement of department goals and objectives.***

Financial Considerations:

- How much funding will the Department/County receive from the grant?

A: ***\$19,140***

- Is there a county match required? If yes, identify type and source.

A: ***Yes, it is a 50/50 match. As in previous funding cycles, the cost of labor for the department manager (Bryant) will be used as the matching component.***

- Identify funding method, whether it is a reimbursement grant or advanced funding.

A: ***Reimbursement***

- Does application involve purchasing land, facilities, or equipment valued over \$5,000.00? If so, provide a list.

A: ***No***

- List any future costs related to grant project including maintenance, on-going contractual costs, replacement costs, or any other operating costs. If applicable, estimate any annual recurring costs.

A: *N/A*

- If new positions or retained positions are a component, identify how many (full/part time), job title and requirements after grant period is over.

A: *N/A*

Background:

Huerfano County has applied for and received funding through this program every year since 2018. This is perhaps the most important outside funding resource that we receive within the department given the fact that it funds one of the two positions within the department utilizing a matching component that is not an additional expense to the county. As mentioned previously the matching component is the department manager's cost of labor which an already anticipated expense. The statement of work\deliverables align with those reflected in previous funding cycles (2018-2022).

Keywords: Stewardship, Land Conservation, Healthy Landscapes, Cooperative Effort

Signature of the Chair

Approved

Denied

EXHIBIT A, STATEMENT OF WORK

Freemont Conservation District
Upper Arkansas Cooperative Weed Management Area
Colorado Department of Agriculture
2023 Noxious Weed Program Grants
Weed Management Fund
DRAFT

I. Project Description / Objectives

This project will focus on surveying for, treating and monitoring a subset of noxious weeds on lands within Chaffee, Custer, Fremont, Huerfano, Lake, Park and Teller Counties. These counties are all part of the Upper Arkansas Cooperative Weed Management Area (CWMA). Treatments include ground-based and cost-share methods. Interagency prevention and education efforts will also be a part of this grant, including the planning and implementation of the Upper Arkansas CWMA annual conference.

II. Contractor

Contractor Legal Name: Fremont Conservation District
Contractor dba: Fremont CD or Upper Arkansas CWMA
Contractor Designation: Contractor

III. Definitions

CD	Conservation District
CDA or The State	Colorado Department of Agriculture or State of Colorado
Contractor or Grantee	Used interchangeably as the party receiving the grant award
dba	“doing business as” or any nicknames or abbreviations that the grantee goes by
EDDMapS	Early Detection & Distribution Mapping System
EDRR	Early Detection & Rapid Response
Encumbrance Document	The document provided by the State as the formal commitment voucher. Encumbrance, POGG1, Grant Agreement or Purchase Order Grant are used interchangeably, and all referred as the Encumbrance Document.
GPS	Global Positioning System
Noxious Weeds	Title 35, Article 5.5, Colorado Noxious Weed Act, and the weed species listed at https://www.colorado.gov/ag/weeds
Quarter	A period of 3 months Quarter 1: April-June Quarter 2: July-September Quarter 3: October-December Quarter 4: January-March
SFY	State Fiscal Year, July 1 – June 30
SOW	Statement of Work

IV. Personnel

The State relied, in part, in the awarding of this grant upon the qualifications of the Contractor's Key Personnel.

1. Key Personnel List

The State considers the following positions, and the assigned Contractor Personnel, to be key personnel:

- a. Debbie Mitchell, Fremont CD District Manager and Project Manager
- b. Kayla Malone, Chaffee County Weed Manager
- c. Brittany Pierce, Fremont County Weed Manager
- d. Charles Bryant, Huerfano/Custer Counties Weed Manager
- e. Marisa Neuzil, Teller-Park Counties Weed Coordinator

2. Replacement

Contractor shall immediately notify the State in writing if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if the Contractor wishes to replace its Key Personnel, it shall notify the State within 2 weeks for review and approval. Such approval is at the State's sole discretion.

Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. The State shall not compensate the Contractor at a higher rate for Replacement Key Personnel.

Changes to Personnel and Deadlines, except the Effective Date, may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying the deadlines and personnel in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance document requires a formal modification to the State's encumbrance document.

V. Performance Activities

The Contractor shall manage the Project.

- a. The Effective Date of this SOW is listed on the POGG1 cover page. The period of performance must be within the dates of the cover page.
- b. Participate in the post-award online webinar offered in May, 2023, (or review the recording) and agree to deadlines and deliverables,
- c. Create Quarterly Progress Reports,
- d. Create a Final Report,
- e. Hire and/or retain and train staff as needed,
- f. Hire contractors as needed,
- g. Administer a cost-share program,
- h. Purchase materials and supplies,
- i. Produce educational materials and conduct outreach activities,
- j. Locate, identify and treat noxious weeds,
- k. Track acres treated and acres restored,
- l. Monitor treated areas for effectiveness, and
- m. Submit species occurrence data to EDDMapS.

VI. Performance Standards and Requirements

1. The Contractor's grant application may be interpreted as the prior, express condition of an "Agreed upon" alternative, unless otherwise specified herein or within the Contractor's award notice. The order of precedence for this encumbrance shall be:

- a. The [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which are periodically updated and can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>, and
 - b. Exhibit A, Statement of Work
2. The content of electronic documents and information contained on CDA websites may be updated periodically during the term of this agreement. The Contractor shall monitor documents and website content for updates and comply with all updates.
 - a. A list of noxious weeds species is available at: <https://www.colorado.gov/ag/weeds>
 3. The Contractor shall locate, identify and treat the following noxious weeds:
 - a. List A Species:
 1. Elongated mustard (approximately 2,500 gross acres)
 2. Giant reed (approximately 10 gross acres)
 3. Knotweeds (approximately 10 gross acres)
 4. Myrtle spurge (approximately 10 gross acres)
 - b. List B Species:
 1. Bull thistle (approximately 1 infested acre)
 2. Black henbane (approximately 1 infested acre)
 3. Canada thistle (approximately 275 infested acres)
 4. Common tansy (approximately 1 infested acre)
 5. Dalmatian toadflaxes (approximately 2 infested acres)
 6. Diffuse knapweed (approximately 25 infested acres)
 7. Hoary cress (approximately 37 infested acres)
 8. Houndstongue (approximately 2 infested acres)
 9. Leafy spurge (approximately 17 infested acres)
 10. Musk thistle (approximately 122 infested acres)
 11. Oxeye daisy (approximately 1 infested acre)
 12. Perennial pepperweed (approximately 6 infested acres)
 13. Russian knapweed (approximately 26 infested acres)
 14. Russian olive (approximately 9 infested acres)
 15. Salt cedars (approximately 2 infested acres)
 16. Scentless chamomile (approximately 7 infested acres)
 17. Scotch thistles (approximately 40 infested acres)
 18. Spotted knapweed (approximately 12 infested acres)
 19. Teasels: common/cutleaf (approximately 1 infested acre)
 20. Yellow toadflax (approximately 7 infested acres)
 4. The Contractor shall utilize integrated weed management techniques to manage and remove invasive and noxious species that will include biological, cultural, mechanical and/or chemical control methods.
 5. The Contractor shall track acres treated and acres restored and monitor treated areas for effectiveness.
 - a. Use photo points throughout the course of the project to show progress, along with entries and re-visits in EDDMapS.
 6. The Contractor shall use best practices when completing restoration activities, including those that do not directly involve noxious weeds.
 7. The Contractor shall implement a landowner cost-share program.
 - a. Retain lists of participants, and
 - b. Keep records of match provided by landowners (1:1 minimum match).

8. The Contractor shall conduct education and outreach activities.
 - a. Educate private landowners and professionals on the identification, management, and consequences of noxious weeds. This can be done through a variety of ways including, but not limited to: sending informational mailings, publishing newspaper articles, giving presentations, meeting with local landowners and associations, producing trail signs, etc.
 - b. Produce and/or distribute educational reference guides as needed.
 - c. Organize and hold the Upper Arkansas CWMA Annual Conference.
9. The Contractor shall purchase necessary weed control equipment and supplies. Only purchases made within the POGG1 dates are reimbursable. The State will not be responsible for any applicable taxes or costs outside of the POGG1 performance dates.
10. The Contractor shall strictly follow all label directions for herbicides and use appropriate personal protective equipment during applications.
11. The Contractor shall follow best practices for all treatment methods.
12. The Contractor shall obtain all necessary permits for all activities and follow all applicable laws, regulations, ordinances and similar requirements.
13. All reports and other submittals, except map data, shall:
 - a. Be submitted on a template supplied by CDA or another agreed format,
 - b. Be created in .docx or other agreed upon electronic document format, and
 - c. Be submitted electronically via email to the CDA Project Manager.
14. For map data, the Contractor shall geo-reference and report accurate locations of targeted noxious weed populations.
 - a. The Contractor shall use a handheld GPS-enabled device or website.
 - b. Enter point, line and/or polygon noxious weed data into EDDMapS West. EDDMapS West online spatial database and mobile applications for iPhone and Android can be found at the following website: <https://www.eddmaps.org/>
 - c. Each data point, line and/or polygon needs to include required corresponding ancillary information. These required fields can be found in the document titled "2022 Updated Data Standards." This document will be sent with your Purchase Order Grant (POGG1). Required fields are outlined on Pages 6 & 7.
 - d. This work includes preparation, field survey, data collection, quality control checks, data entry, and map production.
15. Quarterly reports shall:
 - a. Be submitted on a template supplied by CDA, and
 - b. Be submitted via email to the CDA Project Manager.
16. The Final Report shall:
 - a. Be submitted on a template supplied by CDA,
 - b. Include requested information on the report form itself, as well as other documentation described on the Final Report template, and

VII. Deliverables and Acceptance

1. The Contractor shall enter noxious weed data following Section VI.14 above, prior to submitting the Final Report.
2. The Contractor shall submit Quarterly Reports to the CDA Project Manager no later than 30 calendar days after the end of each quarter.
3. The Contractor shall submit a Final Report to the CDA Project Manager no later than the expiration date of the POGG1 cover page.

VIII. Budget

This SOW contains state funds.

Performance Activity	Description	SFY23 Funds	SFY24 Funds	Weed Fund Totals:	Matching Funds**
Personnel	Seasonal labor	\$21,000	\$45,140	\$66,140	\$126,215
Contracted Services	Elongated mustard applications	\$2,500	\$6,000	\$8,500	
Cost-Share Program	1:1 landowner match	\$9,000	\$19,000	\$28,000	
Outreach/Education	Eradicate List A project, annual conference, etc.	\$2,400	\$6,200	\$8,600	
Supplies	Mapping (licenses, software, etc.)	\$550	\$1,200	\$1,750	
	Truck mileage (1,560 miles x \$0.625/mile)	\$300	\$675	\$975	
	UTV at \$15/hr (30 hrs)	\$150	\$300	\$450	
	Herbicides, hand tools, PPE, phones	\$3,300	\$5,800	\$9,100	
	Biocontrol Subscription	\$400	\$900	\$1,300	
Administration	Max is 5% of grant total	\$400	\$1,000	\$1,400	
	Totals:	\$40,000	\$86,215	\$126,215	
	Cumulative Total	\$126,215			\$126,215

*As per usual, funding for SFY24 is expected but not guaranteed until the Long Bill is finalized. That should occur in May, 2023.

**This grant requires a 1:1 match of funding.

1. Funding includes funds from both SFY 2023 and SFY 2024. Funds may only be expended in the SFY for which they are intended. Any invoice submitted for work completed up to June 30, 2023, cannot exceed the total amount of SFY 2023 funds as shown in the table above.
2. The Contractor shall manage all budgets by line as they appear in this **Budget**. The Contractor is authorized to move funds among budget lines only with the prior, expressed written permission of the CDA Project Manager. A request to move funds shall be accompanied by an updated budget and justification for the move. Any changes in expenditures affecting greater than 10% of the grant amount must be approved in writing, in advance, by CDA. This may be accomplished electronically. Funds are NOT authorized to be moved among SFY or among columns.
3. The Contractor can incur matching expenses, including in-kind contributions, up to 90 days prior to the start date of this Grant Agreement. Matching expenses must meet the requirements of the Request for Applications. Documentation of matching expenses shall be submitted with the Final Invoice.

IX. Invoicing

1. To receive reimbursement under the Purchase Order Grant, the Contractor shall submit a signed Invoice Form. The Invoice Form must reference the POGG1 number and include an invoice number. Expenditures shall be in accordance with this Statement of Work and Budget.
2. The Contractor shall retain a copy of all grant documents and make them available upon request, for three years following the expiration date of the encumbrance.
3. The Contractor shall submit the following documentation with the completed invoice, including but not limited to:
 - a. Certified payroll records for personnel expenses to be reimbursed,
 - b. Invoices for contracted services,
 - c. Records of cost-share participants and funds granted,
 - d. Receipts for direct costs and expenditures,
 - e. Copies of educational items produced with grant funds,
 - f. Photo-points showing treatment of target species (a minimum of one per species),
 - g. The number of actual acres treated, and acres restored,
 - h. Indication of EDDMapS data entry,
 - i. Itemized matching expenses and proof of in-kind match contributions, and
 - j. Other documentation requested by the CDA Project Manager necessary to support the invoice.
4. Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to the CDA Project Manager.

Patty York, CDA Project Manager
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5. Final invoicing must be received by the State within 45 days after the expiration or termination of the Purchase Order Grant. Refer to the POGG1 cover page for this date. If additional time is needed, contact the CDA Project Manager immediately.
6. Acceptance:
Please review the [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions> as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.