

FS Agreement No. 11-PA-11090700-038
Cooperator Agreement No. _____

**MASTER
PARTICIPATING AGREEMENT
Between The
WESTERN PENINSULA INVASIVES COALITION
IRON COUNTY CONSERVATION DISTRICT
And The
U.S. FOREST SERVICE
REGION 9, OTTAWA NATIONAL FOREST**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the Western Peninsula Invasives Coalition - Iron County Conservation District, hereinafter referred to as Western Peninsula Invasive Coalition (WePIC), and the U.S. Forest Service, Region 9, Ottawa National Forest hereinafter referred to as the U.S. Forest Service, under the authority: (1) the Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 - a3; and (2) the Granger-Thye Act of April 24, 1950; and (3) the Watershed Restoration & Enhancement Authority under the 1999 Department of the Interior and Related Agencies Appropriations Act (a.k.a. "The Wyden Amendment"); and (4) the Secure Rural School and Community Self-Determination Act of 2000.

The Iron County Conservation District will act as the signatory official and serve as the financial administrator for any and all Supplemental Project Agreements (SPA) issued on behalf of any and all WePIC parties.

Title: Master Participating Agreement between the Western Peninsula Invasive Coalition (WePIC) and the U.S. Forest Service, Ottawa National Forest

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to facilitate a cost-effective and a coordinated treatment of invasive species throughout the WePIC working area and across jurisdictional boundaries with the objective of achieving healthy and productive, natural ecosystems in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

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



The U.S. Forest Service and the WePIC both have the responsibility for controlling invasive species on lands and waters under their jurisdiction. Since invasive species originate from both private and public lands and waters, and since infestations often occur on adjacent jurisdictions, it is in the interest of all parties to this agreement to work together in a cost effective manner to locate and treat infestations and prevent their spread.

This agreement will:

Provide a more efficient way of handling, controlling and communicating about non-native invasive species infestations in the geographic area covered by this Agreement.

Pool knowledge and resources that will help achieve better control of non-native invasive species while improving working relationships with the partners, organization members, and members of the public served by each.

Promote education of public and private land and water managers, owners, organization members, and the general public regarding non-native invasive species.

Support methods of control that will benefit all partners and publics in the Agreement area.

Provide for public benefit by helping to avoid or minimize the negative impacts of non-native invasive species on the natural resources and economy of the western Upper Peninsula of Michigan.

Area covered:

The area covered by this Agreement includes all of Iron County, Gogebic County, Ontonagon County, and the Ottawa National Forest. Boundary changes may occur if weed and pest management areas are organized in surrounding areas.

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

III. THE WePIC SHALL:

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. EACH MEMBER OF THE WePIC SHALL.
 - a. Meet as a member of the Western Peninsula Invasive Coalition at least once annually to review and coordinate invasive species management activities. Strategies and priorities will be established based on the non-native invader species and their potential for further spread and subsequent damage.
 - b. Allow for the exchange of personnel, equipment, supplies, and/or contract crews throughout the WePIC management area. Any exchanges must be approved and coordinated by the parties involved via the annual operating plan and supplemental agency documentation as necessary (e.g. Supplemental Project Agreement (SPA)).



Individual party participants may elect to retain any portion of their own personnel, equipment, supplies, and contract crews within their jurisdiction.

- c. Seek and allow any participants to contribute to the management of non-native invasive species within the WePIC management area through education programs, research, inventory and monitoring, grants and fundraising, and citizen's participation programs.
- d. Elect to manage invasive species within their own jurisdiction in whole or part through either utilizing the WePIC or utilizing their own personnel, equipment, and supplies.
- e. Allow participating Federal agencies' personnel, equipment, and supplies to be used in the management of invasive species on non-federal or state ownerships within the WePIC management area. These cooperative activities will be approved in the annual operating plan and would only be carried out with the full acknowledgment of the landowner and agency or participating organization receiving the activities.
- f. Assist in mapping current infestations and advising of new infestations.
- g. Insure management of invasive species will be integrated and incorporate effective and safe control measures. Integrated control measures may include prevention measures, education, awareness programs, mechanical methods, biological controls, plant competition, fire, and herbicides.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Follow the guidelines listed in Section III Part D: "Each Member of the WePIC Shall"

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 instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Iron County Conservation District Chairperson [Vacant] 2 S. Sixth St. #15 Crystal Falls, MI 49920 (906) 875-3765 FAX: (906) 875-4693 Email: dalprag@yahoo.com	Gail Dalpra Iron County Conservation District 2 S. Sixth St. #15 Crystal Falls, MI 49920 (906) 875-3765 FAX: (906) 875-4693 Email: dalprag@yahoo.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
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<p>Name: Ian Shackelford Address: E 6248 US 2 City, State, Zip: Ironwood, MI 49938 Telephone: 906-932-1330 x331 FAX: 906-932-0122 Email: ishackleford@fs.fed.us</p>	<p>Name: Pam Wiese Address: 500 Hanson Lake Road City, State, Zip: Rhineland, WI 54501 Telephone: 715 362-1388 FAX: 715 369-8863 Email: pamwiese@fs.fed.us</p>
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- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To Cooperator, at the Cooperator's 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.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any Cooperator contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator agrees that any Cooperator 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 Cooperator has hereby willingly agreed to assume these responsibilities.

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

J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

K. DRUG-FREE WORKPLACE.

1. The Cooperator agrees that it will publish a drug-free workplace statement and provide a copy to each employee who is engaged in the performance of any project/program that receives Federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions the Cooperator will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any instrument, the employee

(1) Must abide by the terms of the statement, and

(2) Must notify the Cooperator in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than 5 calendar days after the conviction.

2. The Cooperator agrees that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. The established policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

d. The penalties that may be imposed upon the employee for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.



4. The Cooperator agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after the Cooperator learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the Cooperator must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- L. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- M. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this instrument.
- N. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

2. Accounting Records

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

3. Internal Control



The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- O. **OVERPAYMENT.** Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

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

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

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- P. **INSTRUMENT CLOSEOUT.** The Cooperator shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned.

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

If this instrument 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.



Q. PROGRAM PERFORMANCE REPORTS. The Cooperator 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. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperator shall submit annual performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this instrument 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 Cooperator shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

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.

The Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

S. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

T. 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 Cooperator is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



"The Ottawa National Forest of the U.S. Forest Service, Department of Agriculture, along with the Western Peninsula Invasive Coalition (WePIC) are working together in a cost-effective manner to coordinate treatment of invasive species throughout the WePIC working area and across jurisdictional boundaries with the objective of achieving healthy and productive, natural ecosystems."

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is 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.

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

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500

- W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fails to comply with any term of the instrument, whether stated in a Federal statute or regulation, an assurance, the agreement, or elsewhere, 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 Cooperator or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current instrument for the Cooperator's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.



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

1. When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Services determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the Cooperator shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

Y. 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.

Z. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

AA. MODIFICATIONS. Modifications within the scope of this instrument 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.

BB. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through five years from that date at which time it will expire.



CC. 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 instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

[VACANT], Chair, Board of Directors Iron County Conservation District <i>Gae Dalpro, Administrator</i>	Date <i>5/26/11</i>
KEITH LANNOM , Acting Forest Supervisor U.S. Forest Service, Ottawa National Forest <i>Randal D. Charles</i>	Date <i>5-31-11</i>

The authority and format of this instrument has been reviewed and approved for

Pamela M. Wiese
 PAMELA M. WIESE
 U.S. Forest Service Grants & Agreements Specialist

5-26-11
 Date

Burden Statement

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

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

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