AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Order and Statement of Work; State of Colora

Action Requested: Other comments and approval to proceed with project

Parties to the Agreement: Colorado Dept. of Agriculture, Noxious Weed Program

Term Begins: 5/9/16 **Term Ends:** 9/30/2016 **Grant Contract #:** POGG1 BDAA 201600000000

Summary:

This grant agreement will provide funding for Weed Management Program staff to work overtime hours this growing season to develop and implement a noxious weed program focused on assisting private landowners with weed management.

Fiscal Impact: Income: $6000

Submitted by: Jon Mugglestone **Submitter's Email Address:** jmugglestone@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, will need to include on 2016 budget amendment request. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/16/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/17/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 6/17/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/21/2016

Revised April 2015

STATE OF COLORADO
Department of Agriculture

ORDER

Number: POGG1 BDAA 20160000000000000907
Date: 05/19/16
Description:
Gunnison County-WF grant 2016
Effective Date: Expiration Date:

BUYER

Buyer:
Email:

VENDOR

GUNNISON COUNTY
PO BOX 915
GUNNISON, CO 81230-0915

Contact: JON Mugglestone
Phone: 970-641-4393

**** IMPORTANT ****

The order number and line number must appear on all invoices, packing slips, cartons and correspondence

BILL TO

Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, CO 80021

SHIP TO

Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, CO 80021

SHIPPING INSTRUCTIONS

Delivery/Install Date:
F.O.B:
VENDOR INSTRUCTIONS:

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	$6,000.00	☐

Description: Gunnison County-WF grant 2016

Service From: 05/09/16 Service To: 09/30/16

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $6,000.00

Exhibit A – Statement of Work
Gunnison Basin Private Lands Noxious Weed Education and Planning Project 2016

I.) General Description of Project

In recent years, the Gunnison County Weed Management Program has continually built its capacity to effectively manage state-listed noxious weeds on public lands. In the past 5 years, the Program's contracted noxious weed management work on lands managed by 12 federal, state, County and municipal partners in the Gunnison Basin has increased annually, and we anticipate that demand for our services on these public lands will continue to grow. However, the commission recognizes that in order to have a comprehensive and effective weed management program, their efforts must also include increasing work with private landowners. To date, limited staff and funding resources, coupled with a large demand for their time on public lands weed management, have limited the Program's capacity to provide education, awareness-building and assistance to private landowners on noxious weed management issues at the level that the commission recognizes is needed. If granted, this funding request will allow the Gunnison County Weed Management Program to:

1) Increase private landowner educational and awareness-raising activities in 2016, and

2) Complete base-line planning that will result in the initiation of a robust program in 2017 to assist and motivate private landowners in effective noxious weed management "on the ground".

The Gunnison County Weed Management Program consists of two 3/4 time field-based staff. If granted, this request will provide funding for one of those staff members to work an additional 8 hours per week on a seasonal basis from May 1 -September 30, 2016, and this time will be focused specifically on private-landowner focused activities, which are explained in detail below. The grantee is also requesting funds to pay for fuel, since completing the work outlined below will require extensive driving throughout the Gunnison Basin.

II.) Definitions

CDA – Colorado Department of Agriculture
NWF – Noxious Weed Fund

III.) Project Deliverables

1. Increase private landowner educational and awareness-raising activities:
   a) Develop and lead noxious weed awareness-raising educational programs at the Crested Butte Wildflower Festival in Summer 2016

   b) Continue developing partnerships with and providing assistance to local conservation organizations working on noxious weed issues on private lands, such as the Crested Butte

Land Trust, Coldharbour Sustainability Center and Rocky Mountain Biological Laboratory. All of these organizations have requested our partnership in recent years, but our time to cultivate and develop these partnerships has been limited.

c) Continue working with Master's in Environmental Management graduate students at Western State Colorado University to develop and implement research and projects focused on noxious weed management on private lands in the Gunnison Basin

2. Complete base-line planning that will result in the initiation of a robust program in 2017 to assist and motivate private landowners in effective noxious weed management. In 2016, this will entail:

   a) Completion of a comprehensive observational survey by the Gunnison County Weed Management Program of private lands throughout the Gunnison Basin to identify and map where noxious weed problems exist on private lands. The Gunnison County Weed Management Program currently lacks this comprehensive base-line information for private lands.

   b) Ranking the private land noxious weed issues identified through this observational survey, in order to determine where noxious weed management on private lands is most crucial in light of the goals of the Gunnison County Weed Management Plan.

   c) Making personal and/or written contact with all private landowners who have been identified through the survey as having noxious weed problems on their lands. These discussions will not only serve to ensure that all affected private landowners are made aware of their noxious weed problems, but will also allow the Gunnison County Weed Management Program to provide consultative advice, to help landowners identify resources for weed management assistance, and identify where enforcement of state noxious weed laws may become necessary.

   d) Compilation of survey, mapping and ranking data, and landowner discussions, into a database that will inform users of a clear and effective path forward for the Gunnison County Weed Management Program's work with private landowners in 2017. Having this information compiled will allow us to identify where weed problems exist, which infestations are of highest priority for control, which landowners are successfully controlling weeds, which landowners could benefit from assistance and where enforcement of noxious weed laws may be necessary. We hope to hire a seasonal staff person in 2017, who will use the information gleaned from the proposed survey, mapping, ranking and landowner communications efforts in 2016 to build a well-informed and robust program focused on private land noxious weed issues, awareness-raising, educational programming, assisting landowners to develop weed management plans and identify assistance, and enforcement of noxious weed laws on private lands. The completion of the work outlined in this proposal in 2016 will provide a foundation for effectively and efficiently implementing a comprehensive private landowner-focused program next year.

e) Develop protocols, procedures, resources and educational materials for enhancing Gunnison County's Reclamation Permit Program. This program oversees reclamation and re-vegetation of soil disturbances related to construction and development in order to prevent future noxious weeds and soil erosion problems. While the Gunnison County Weed Management Program is currently active in carrying out post- development inspections to ensure that reclamation and re-vegetation are completed satisfactorily, they play a minimal role in assisting private landowners and developers in making decisions about reclamation and re-vegetation during the planning and implementation stages of their development projects. In order to ensure greater success in private landowner reclamation and re-vegetation efforts, they would like to play a more active role in assisting private landowners during the planning and implementation stages of their development projects by providing pre-development consultations and educational materials focused on soil preparation, weed management, erosion control techniques and site-specific seed mix design. Providing educational materials, resources and consultative advice that will help private landowners make good decisions about reclamation and noxious weed management during the development process and will play an important role in ensuring successful re-vegetation of soil disturbances, thereby preventing the spread of noxious weeds on and from those development sites in the future.

V.) Personnel

- Jon Mugglestone, Coordinator
  Gunnison County Weed Management Program

Contact information for project lead:

Jon Mugglestone
(970) 641-4393 FAX: (970) 641-0653
jmugglestone@gunnisoncounty.org
PO Box 915
Gunnison, CO. 81230

VI.) Acceptance Criteria

Work Product

- The final reports will include a narrative of how the deliverables were met, including acreage treated and status of the populations treated (estimated years of soil-seed reserve, and follow-up activities planned).

Budget

- CDA Weed Funds are awarded to Gunnison County Weed Management Program in the amount of **$6,000.** This is the maximum amount awarded; the final reimbursement amount depends on a documented total match of at least **$6,000** by the projects' end. CDA shall approve all expenses claimed for reimbursement.

- CDA Weed Funds will be used for expenses that are in general concordance with the budget submitted to CDA and stored in the project folder [Gunnison County 2016NWF_BudgetForm]. Significant departures from this budget without prior CDA approval may result in some reimbursed expenses being reduced or not reimbursed. Any changes in expenditures affecting greater than 10% of the grant amount must be approved in writing, in advance, by CDA.
- Matching funds/in-kind must be from non-CDA state sources, and may include federal and other local sources, provided at a 1:1 minimum match for CDA funds received. There is no required cash match for this grant.
- Matching funds and in-kind expenses shall be accurately documented as to source, date, purpose and value and will adhere closely to the in-kind itemization table in the same budget form as referenced above.
- A detailed accounting of expenses will be provided by Gunnison County Weed Management Program in the final report.

Reporting and Payment

- **Grantee shall be reimbursed up to $6,000 upon CDA approval of the final project report, and upon submittal of a final invoice for all expenses incurred. This invoice shall be submitted no later than 09/30/2016. The form for the final project report will be provided by CDA.**
- Local governing entities, as defined in the Noxious Weed Act, must be in compliance with the Act; and conservation districts must be in good standing with DOLA and CDA, prior to reimbursement of any state funds claimed in the final invoice.
- Weed mapping information from this project will be submitted to CDA for inclusion in the statewide mapping system.

Purchase Order Terms and Conditions

1. Offer/Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof.

2. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Cash Discount. The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

10. Taxes. Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

11. Payment. Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Vendor Offset. [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

14. Indemnification. If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

15. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services.(c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. PO Approval. This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

26. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.