AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
USDA Forest Service; Collection Agreement; Construction of the Crested Butte to Carbondale Trail

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: USDA, Forest Service-GMUG Paonia Ranger District

Term Begins: On Signature **Term Ends:** 6/30/2016 **Grant Contract #:** 14-CO-11020407-012

Summary:
Gunnison County received the grant for the construction of the Anthracite Bridge on the Old Kebler Wagon Trail. The project will be contracted by and managed by the Forest Service since it is on FS land. They will bill the County.

Fiscal Impact: $123,000.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

We'll need to amend the 2014 budget to include this project.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/9/2014

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

Comments:

ok db 4/10/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/10/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/10/2014

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

Agenda Date: 4/15/2014 Follow Up Agenda Date: n/a

Revised April 2013

FS Agreement No. 14-CO-11020407-012
Cooperator Agreement No.

COLLECTION AGREEMENT
Between The
GUNNISON COUNTY
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST
PAONIA RANGER DISTRICT

This COLLECTION AGREEMENT is hereby entered into by and between the County of Gunnison , hereinafter referred to as "Cooperator", and the USDA, Forest Service, Grand MesaUncompahgre and Gunnison National Forest, Paonia Ranger District, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Forest Service and the Cooperator have expressed an interest in continuing further construction of the Crested Butte to Carbondale Trail which will span over 70 miles between two mountain communities when completed. Approximately 26 miles of trail are already complete. The specific goals for this project will be to: 1) complete construction of a trail bridge to cross Ruby-Anthracite Creek; 2) construct one mile of trail near the bridge; and 3) maintain approximately 2 miles of the existing Crested Butte to Carbondale Trail. The trail is also known as the Kebler Wagon Trail near the Ruby-Anthracite Bridge location. The project is critical to future development of the trail. It also moves recreationists off of Gunnison County Road 12 (Kebler Pass Road) and bypasses numerous switchbacks on the road which has been a big safety concern for vehicles and recreationists.

Title: Crested Butte to Carbondale Trail, Ruby-Anthracite Creek Trail Bridge

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the Cooperator to the U.S. Forest Service to 1) construct a trail bridge to cross Ruby-Anthracite Creek; 2) construct one mile of trail near the bridge; and 3) maintain approximately 2 miles of the existing Crested Butte to Carbondale Trail.

II. THE COOPERATOR 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. Perform in accordance with the Financial Plan.

C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.

III. THE U.S. FOREST SERVICE SHALL:

A. REIMBURSABLE BILLING. The U.S. Forest Service shall bill the Cooperator quarterly as of June 20 for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead shall not be assessed.

Billings must be sent by one of three methods (email is preferred):

EMAIL: asc_gs@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments-Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

B. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over $2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: with each bill.

C. Perform in accordance with the attached Financial Plan.

D. The U.S. Forest Service will prepare and administer a trail bridge construction/installation contract on National Forest System Lands and will work with Gunnison County in supervising a Western Colorado Conservation Corp. Youth Trail Crew. The Conservation Corp. Crew will construct one mile of trail near the bridge and maintain approximately 2 miles of existing Crested Butte to Carbondale Trail.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD 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 Program Contact	Cooperator Administrative Contact
Name: Marlene Crosby Address: 195 Basin Park Drive. City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: MCrosby@GunnisonCounty.org	Name: Marlene Crosby Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: MCrosby@GunnisonCounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Greg Austin Address: 216 N. Colorado St. City, State, Zip: Gunnison, CO 81230 Telephone: (970) 642-4402 FAX: (970) 642-4425 Email: gpaustin@fs.fed.us	Name: Merna Fehlmann Address: 2250 Hwy 50 City, State, Zip: Delta, CO 81416 Telephone: (970 874-6606 FAX: (970) 874-6698 Email: mfehlmann@live.com

B. 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).

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the Cooperator's 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.

E. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Cooperator will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To the 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. COLLABORATION. The U.S. Forest Service and the Cooperator may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize the Cooperator's participation in the project.

G. PROPERTY IMPROVEMENTS. Improvements placed 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. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

H. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service.

I. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded in accordance with the REFUND provision of the agreement.

J. 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.

K. 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.

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of 06/30/2016. The expiration date is the final date for completion of all work activities under this agreement.

M. 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.

PAULA SWENSON, Chairperson Gunnison County Board of County Commissioners — Date

LEVI BROYLES, District Ranger U.S. Forest Service, Paonia Ranger District — Date

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

Merna Fehlmann U.S. Forest Service Grants & Agreements 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.

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.

U.S. Forest Service

OMB 0596-0217
FS-1500-18

Forest Service Agreement # 14-CO-11020407-012 Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):		# of Days	$/Day			
						$0.00
						$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
FS Specialists (Various)					$7,452.00	$7,452.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
Subtotal, Personnel:		**0.00**		**$0.00**	**$7,452.00**	**$7,452.00**
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	**Vehicle Mileage Cost or Airfare Cost**	**# of Trips**	**PerDiem and Lodging**			
				$0.00		$0.00
				$0.00		$0.00
					$0.00	$0.00
Subtotal, Travel:	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
EQUIPMENT						
Name and Type of Equipment:		**Unit Cost**	**Quantity**			
						$0.00
				$0.00		$0.00
FS Fleet Costs (For Contract Administration)		$224	2		$448.00	$448.00
Subtotal, Equipment:		**$224.00**	**2**	**$0.00**	**$448.00**	**$448.00**
SUPPLIES						
Name and Type of Supplies:		**Unit Cost**	**Quantity**			
				$0.00		$0.00
				$0.00		$0.00
					$0.00	$0.00
Subtotal, Supplies:		**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**

CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
Forest Service Administered Trail Bridge Construction Contract		$122,000.00		$122,000.00
Western Colorado Conservation Corp. (WCCC) Trail Work		$6,000.00		$6,000.00
				$0.00
Subtotal, Contractual:		**$128,000.00**	**$0.00**	**$128,000.00**
OTHER				
Describe Other Costs of the Project:				
				$0.00
				$0.00
				$0.00
Subtotal, Other:		**$0.00**	**$0.00**	**$0.00**
TOTAL DIRECT CHARGES		**$128,000.00**	**$7,900.00**	**$135,900.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**			
Total Party Costs		**$128,000.00**	**$7,900.00**	**$135,900.00**
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		**Cooperator Contribution**		
TOTAL CHARGES				**$0.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**			**$0.00**
Total Pass-Through Costs				**$0.00**
TOTAL PROJECT COSTS				**$135,900.00**

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