AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Collection Agreement; United States Department of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: US Forest Service - GMUG National Forest

Term Begins: 6/15/18 **Term Ends:** 9/30/2018 **Grant Contract #:** 18-CO-11020407-018

Summary:

This contract is for noxious weed treatments on horseback in difficult to access areas of the Soap Creek Drainage.

Fiscal Impact: $2325

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

Finance Review: (●) Required ( ) Not Required

Comments:

No concerns, this cost is covered by unexpended revenues being held for such projects. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/22/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/29/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/31/2018

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

Agenda Date: 6/5/2018

Revised April 2015

FS Agreement No. 18-CO-11020407-018

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
GUNNISON COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORSTS
GUNNISON RANGER DISTRICT

This COLLECTION AGREEMENT is hereby entered into by and between the Gunnison County, hereinafter referred to as "Gunnison County", and the United States Department of Agriculture (USDA), Forest Service, Grand Mesa, Uncompahgre and Gunnison National Forests, Gunnison 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 application of herbicides from horseback in remote and difficult to access areas of the Soap Creek drainage in Gunnison County, Colorado, as more specifically directed by the Gunnison County Weed Management Program, the Gunnison County Public Works Department, and/or partners of the Soap Creek Cooperative Weed Management Area. Spraying will occur on National Park Service, Gunnison County and Forest Service lands. Reimbursement is for wages of a GS6 seasonal up to 3 weeks of weeds spraying.

Title: Soap Creek Weed Management

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Gunnison County to the U.S. Forest Service to pay for 3 weeks of seasonal labor to spray weeds from horseback in the Soap Creek Cooperative Weed Management Area.

II. THE Gunnison County SHALL:

A. LEGAL AUTHORITY. Gunnsion County 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 maximum total cost liability to the Gunnsion County for this agreement is $2,325.00. The U.S. Forest Service shall bill Gunnison County quarterly as of June 20 and September 30 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 to:

Jody Wise, Gunnison County
Finance Department
P.O. Box 915
Gunnison County 81230
jwise@gunnisoncounty.org

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by Gunnison County.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

B. Perform in accordance with the attached Financial Plan.

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: Jon Mugglestone, Gunnison County Weed Management Program Address: P.O. Box 915 City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-4393 FAX: 970-641-0653 Email:jmugglestone@gunnisoncounty.org	Name: Jody Wise, Gunnison County Finance Department Address: P.O. Box 915 City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-2203 FAX: 970-641-7643 Email: jwise@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Daniel Perez Address: 216 N. Colorado City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0471 x 4410 FAX: 970-642-4425 Email: dlperez@fs.fed.us	Name: Merna Fehlmann Address: 2250 South Main Street City, State, Zip: Delta, CO 81416 Telephone: 970-874-6606 FAX: 970-874-6698 Email: mfehlmnn@fs.fed.us

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

C. 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). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

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

E. ENDORSEMENT. Any of Gunnison County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Gunnison County's products or activities.

F. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Gunnison County 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 Gunnison County, at Gunnison County'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.

G. 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.

H. DEBARMENT AND SUSPENSION. Gunnsion County 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 Gunnison County 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.

I. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

J. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through 1/1/2019 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

K. 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.

_____

Gunnison County Commissioner Date

_____

MATHEW MCCOMBS, Gunnison District Ranger Date
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forests

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

Merna Fehlmann 2/28/2018

Merna Fehlmann
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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

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.

Forest Service Agreement # 18-CO-11020407-018 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			
GS 6 Seasonal (RG Severson)		15.00	$155.00	$2,325.00		$2,325.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
GS 11 Range Specialist (Dan Perez)		2.00	$310.00		$620.00	$620.00
GS 7 Range specialist (Colton Rasalez)		2.00	$196.00		$392.00	$392.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
Subtotal, Personnel:		19.00		$2,325.00	$1,012.00	$3,337.00
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		$0.00
3 horses, Pick up truck, trailer, hay, grain, shoeing		$1,000	1		$1,000.00	$1,000.00
Subtotal, Equipment:		#######	1	$0.00	$1,000.00	$1,000.00
SUPPLIES						
Name and Type of Supplies:		Unit Cost	Quantity			
				$0.00		$0.00
				$0.00		$0.00
pesticide, ppe, CO2, CO2 tanks,		$500	1		$500.00	$500.00
Subtotal, Supplies:		$500.00	1	$0.00	$500.00	$500.00

CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
				$0.00
				$0.00
				$0.00
Subtotal, Contractual:			$0.00	$0.00	$0.00
OTHER				
Describe Other Costs of the Project:				
				$0.00
				$0.00
				$0.00
Subtotal, Other:			$0.00	$0.00	$0.00
TOTAL DIRECT CHARGES			$2,325.00	$2,512.00	$4,837.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	$0.00		
Total Party Costs			$2,325.00	$2,512.00	$4,837.00
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:	8.0%			$0.00
Total Pass-Through Costs					$0.00
TOTAL PROJECT COSTS					$4,837.00

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