

FS Agreement No. 18-CO-11050700-013

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
COUNTY OF MONTEREY, INFORMATION TECHNOLOGY DEPARTMENT
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
LOS PADRES NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the County of Monterey, Information Technology Department, hereinafter referred to as "County", and the United States Department of Agriculture (USDA), Forest Service, Los Padres National Forest, 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 PL 104-127).

Background: North Coast Ridge Road (NCRR) is a privately-owned road. The U.S. Forest Service was granted a limited easement in 1993 for use of the road. The NCRR provides limited vehicle access used by to those needing access to Anderson Peak or for fire patrol and suppression. The public is only allowed access by foot or horse. The terms of the limited easement granted to the U.S. Forest Service stated that the U.S. Forest Service shall require all Special Use Authorization holders for facilities at the Anderson Peak Communications site to execute a cooperative road maintenance agreement as a condition to the renewal or issuance of any Special Use Authorization. The land owners have no obligation to maintain the road. There was a cooperative road maintenance agreement in place however, after a fire and then a wind event that blew down trees around the year 2007, the road was not maintained afterward. After numerous years of no maintenance, and then a poor blading job performed during the 2016 Soberanes fire suppression, the NCRR accrued many failures during the winter of 2016-2017.

Title: North Coast Road Repair

- I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from County to the U.S. Forest Service to repair and maintain the NCRR and to implement the existing Soberanes fire suppression contract #AG-9AB5-C-17-0014 on NFSR 20S05-North Coast Ridge Road. Work on the NCRR will include labor, materials, equipment, tools, transportation, incidentals and supplies necessary to complete road rehabilitation, including reconditioning ditches, shoulders, and the roadbed; removing and replacing damaged corrugated metal spillways; and installing new corrugated metal spillways in identified areas. All work shall be in accordance with Fire Suppression contract #AG-9AB5-C-17-0014 requirements, FP-03 specifications, and as shown on the drawing of the original cooperative road maintenance contract.

**II. THE COUNTY SHALL:**

- A. **LEGAL AUTHORITY.** 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, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. **PAYMENT BOND.** County shall furnish and maintain a payment bond acceptable to the U.S. Forest Service in the amount of \$0 before any work commences under this agreement.

III. THE U.S. FOREST SERVICE SHALL:

- A. **ADVANCE BILLING.** The maximum total cost liability to the County for this agreement is \$15,500. The U.S. Forest Service shall bill County prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of 0 percent.

Billing Method: One Time Invoice

Billing must be sent to:

Steve Paxton
County of Monterey, Information Technology Department
1590 Moffett Street
Salinas, CA 93905

- B. **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide County with a written report that describes the repairs to the NCRR that meets County's specific documentation requirements.
- C. Perform in accordance with the attached Financial Plan.
- D. The U.S. Forest Service has procured a contractor to perform required repair work on the NCRR and shall use Cooperator's funds solely for that purpose. The U.S. Forest Service 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 repair of the NCRR, which includes funds sufficient to pay the federal share of project.



The parties understand and agree that the repair work on the NCCR will begin on approximately May 1, 2018 and will be completed by approximately September 30, 2018. The U.S. Forest Service will report to County, on a monthly basis, regarding the status of construction.

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
Steve Paxton County of Monterey, ITD 1590 Moffett Street Salinas, CA 93905 Telephone: 831-796-1463 Email: PaxtonS@co.monterey.ca.us	Lynnette Beardsall, County of Monterey ITD Contracts Division County of Monterey, ITD 1590 Moffett Street Salinas, CA 93905 Phone: 831-759-6938 FAX: 831-759-6910

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Debbie Evans 6750 Navigator Way #150 Goleta, CA 93117 Telephone: 805-961-5772 FAX: 805-961-5755 Email: deborahlevans@fs.fed.us	Karen McWilliams 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 FAX: Email: ktmcwilliams@fs.fed.us

- B. **FOREST SERVICE LIABILITY TO THE COOPERATOR.** The United States shall not be liable to County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by County or any third party.
- C. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to County, authorized for use for a new agreement by County, or waived by County. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to County.



- D. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Los Padres National Forest of the U.S. Forest Service, Department of Agriculture, supports this project with County funding."

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

- E. 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.

- F. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO). The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).

- G. 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).

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

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

- J. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or 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 County, at 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.

- K. COLLABORATION. The U.S. Forest Service and County 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 County's participation in the project.
- L. PROPERTY IMPROVEMENTS. Improvements placed by County on National Forest System land at the direction or with the approval of the U.S. Forest Service become 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 of a similar nature. No part of this agreement entitles County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- M. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with County's contributions shall become the property of the U.S. Forest Service.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. 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.

- P. DEBARMENT AND SUSPENSION. 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 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.
- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through September 30, 2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- S. 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.

ERIC A CHATHAM, DIRECTOR
Information Technology Department
County of Monterey

Date

Approved as to Form:

County Counsel
County of Monterey

Date



Approved as to Fiscal Provisions:

Auditor/Controller
County of Monterey

Date

KEVIN B. ELLIOTT, FOREST SUPERVISOR
U.S. Forest Service, Los Padres National Forest

Date

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


KAREN MCWILLIAMS

U.S. Forest Service Grants Management Specialist

4-10-18
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 # 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				
None			\$0.00		\$0.00	
			\$0.00		\$0.00	
			\$0.00		\$0.00	
			\$0.00		\$0.00	
			\$0.00		\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
				\$0.00	\$0.00	
Subtotal, Personnel:	0.00		\$0.00	\$0.00	\$0.00	
TRAVEL						
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
From Where/To Where/For Whom						
None				\$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				
None			\$0.00		\$0.00	
			\$0.00		\$0.00	
				\$0.00	\$0.00	
Subtotal, Equipment:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
None			\$0.00		\$0.00	
			\$0.00		\$0.00	
				\$0.00	\$0.00	
Subtotal, Supplies:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
To Blaze Engineering, Inc. from Monterey County Emergency		\$15,500.00	\$15,500.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$15,500.00	\$0.00
OTHER			
Describe Other Costs of the Project:			
None			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$15,500.00	\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)		Insert Rate Here:	
		0.0%	\$0.00
Total Party Costs		\$15,500.00	\$0.00
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:	
		0.0%	\$0.00
Total Pass-Through Costs		\$0.00	
TOTAL PROJECT COSTS		\$15,500.00	

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