

EXECUTIVE SUMMARY

TO: Mayor and Council

FROM: Hannah Sanger, Science & Environment Division Manager

RE: **Collection Agreement - USFS**

DATE: March 14, 2019

Council may wish to authorize the execution of a Collection Agreement between the City of Pocatello and the United States Forest Service (USFS), subject to Legal Department review, for improvements to the Cusick Creek Trail on City and Forest Service managed land.

Funds for execution of this agreement (\$10,000) will come from an Idaho Parks and Recreation grant that the Science & Environment Division secured in 2018. (ACTION ITEM)

City staff from the Science and Environment Division are seeking City Council support regarding an agreement between the Forest Service and the City for execution of improvements to Cusick Creek Trail. Funds for this agreement were secured from an Idaho Department of Parks and Recreation Foundation grant in 2018. Council has also approved the Division's request for a budget amendment for receiving and spending the grant funds during FY2019.

The Project on Cusick Creek Trail:

The Cusick Creek ATV trail is a popular trail for ATV users, bikers and hikers as it connects City streets to Kinport Peak. It is an old roadbed that begins just above the women's prison and runs up to Kinport Peak on land managed by the City of Pocatello and the USFS. It is highly eroded in many sections, resulting in a reduced quality user experience and excessive amounts of sediment entering Cusick Creek.

The project includes installing rolling dips and water bars on the trail, as well as revegetate the trail where it is wider than needed. The project will also install improvements to reduce erosion where the trail crosses Cusick Creek. This will greatly reduce the amount of sediment that flows into Cusick Creek.

The City will be supporting project work with staff time for project administration and technical support.

Staff recommends that Council approve the Collection Agreement and authorize the Mayor's signature on agreement documents, subject to legal approval.

FS Agreement No. 19-CO-11041557-013

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
CITY OF POCATELLO
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
CARIBOU-TARGHEE NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the City of Pocatello, hereinafter referred to as "The City", and the United States Department of Agriculture (USDA), Forest Service, Caribou-Targhee National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the 1. Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127), and 2. Granger-Thye Act of April 24, 1950..

Background: Cusick Creek Trail is a popular motorized trail on the Westside Ranger District. From the trailhead, located on property owned by the City of Pocatello, hikers and bikers can enjoy a one way hike to Kinport Peak, Gibson Jack, or loop around the City Creek area. Over the years, the trail has begun to experience significant erosion in areas contributing sediment to Cusick Creek and reducing user enjoyment of this multi-use trail. In 2018 the City received a grant from Idaho Department Parks and Recreation for \$10,000 to restore this trail and reduce erosion. The City desires to partner with the U.S. Forest Service in the restoration project as the trail crosses both City and NFS lands.

Title: Cusick Creek Trail Project

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from The City to the U.S. Forest Service to improve the Cusick Creek Trail, beginning at the trailhead, located on The City's property, and ending at the gate near Kinport Peak on National Forest System (NFS) lands, for local and visiting motorized recreationists. The project will consist of narrowing the trail, installing rolling dips for drainage and harded two stream crossings.

II. THE CITY SHALL:

A. **LEGAL AUTHORITY.** The City 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.
- D. Provide project details, direction and permission to the U.S. Forest Service to perform specific project work for trail improvements on City owned property.
- E. Submit required documentation to apply for and obtain the necessary 404 permits from the Army Corps of Engineers to perform project work where the trail crosses the stream on City property.

III. THE U.S. FOREST SERVICE SHALL:

- A. REIMBURSABLE BILLING. The maximum total cost liability to The City for this agreement is \$10,000.00. The U.S. Forest Service shall bill The City quarterly as of June 30th 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: The City of Pocatello
ATTN: Hannah Sanger
PO Box 4169
Pocatello, ID 83205
hsanger@pocatello.us

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 The City.

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. 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 \$2,500.00, and only when The City requirements are clearly defined within this clause.



- C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide The City with a written report that meets The City’s specific documentation requirements.
- D. Perform in accordance with the attached Financial Plan.
- E. Determine if heritage clearance will be required prior to project work commencing. In the event it is will be required, Forest Service will conduct the cultural survey on the NFS portion of the trail where the old reservoir and concrete pad are located.
- F. Submit required documentation to apply for and obtain the necessary 404 permits from the Army Corps of Engineers to perform project work where the trail crosses the stream on NFS lands.

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 Financial/Administrative Contact
Name: Hannah Sanger Address: 911 N. 7 th Ave City, State, Zip: Pocatello, ID 83201 Telephone: 208-234-6518 FAX: 208-234-6151 Email: hsanger@pocatello.us	Name: Ashley Linton Address: 911 N. 7 th Ave City, State, Zip: Pocatello, ID 83201 Telephone: 208-234-6214 FAX: 208-239--6977 Email: alinton@pocatello.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Blake Dory, Forest Roads Supervisor, Caribou-Targhee NF Address: 1405 Hollipark Drive City, State, Zip: Idaho Falls, ID 83401 Telephone: 208-557-5803 FAX: Email: blake.dory@usda.gov	Name: Darby Cikaitoga, Grants Mgmt Specialist, IDAWY Acquisition Center Address: 1405 Hollipark Drive City, State, Zip: Idaho Falls, ID 83401 Telephone: 208-557-5787 FAX: Email: darby.cikaitoga@usda.gov



- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to The City 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 The City 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 The City, authorized for use for a new agreement by The City, or waived by The City. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by The City may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to The City.
- 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. The City 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:
- "Recreational Programs of the U.S. Forest Service, Department of Agriculture, Caribou-Targhee National Forest."
- The City may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City 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, directly or indirectly.
- F. 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).
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.



- H. ENDORSEMENT. Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities.
- I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or The City 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 City, at The City'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.
- J. COLLABORATION. The U.S. Forest Service and The City 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 City's participation in the project.
- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City 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 (Washington Office). A written request will be submitted by Forest Service CARIBOU-TARGHEE NATIONAL FOREST to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service CARIBOU-TARGHEE NATIONAL FOREST will notify The City when permission is granted.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with The City's contributions shall become the property of the U.S. Forest Service.
- N. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide



for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City 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."

- P. 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.
- Q. DEBARMENT AND SUSPENSION. The City 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 City 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.
- R. 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.



- S. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through December 31, 2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- T. 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.

BRIAN C. BLAD, Mayor
City of Pocatello, Idaho

Date

3.13.19

MEL BOLLING, Forest Supervisor
U.S. Forest Service, Caribou-Targhee National Forest

Date

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

DARBY CIKAITOGA
U.S. Forest Service Grants Management Specialist

3/12/2019
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.

APPROVED BY LEGAL

Date 3/27/19 Atty B. See
(Rev. 11-13)

Comments _____

Forest Service Agreement # 19-CO-11041557-013

Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data:			Cooperator Contribution	FS Non-Cash Contribution	
Line Item	Cost	Subtotal	Subtotal	Subtotal	Combined Subtotal
PERSONNEL					
Resource Specialists (List all personnel):					
	# of Days	\$/Day			
WG-10 Operator	8.00	\$394.03	\$3,152.24		\$3,152.24
WG-8 Operator	8.00	\$309.46	\$2,475.68		\$2,475.68
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
Archeologist (Sharon)	3.00	\$367.52		\$1,102.56	\$1,102.56
Road Crew Supervisor (Blake)	2.00	\$379.62		\$759.24	\$759.24
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Personnel:	21.00		\$5,627.92	\$1,861.80	\$7,489.72
TRAVEL					
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
From Where/To Where/For Whom					
Shop Truck	0.53	120		\$63.60	\$63.60
Equipment Transport	1.20	38		\$45.60	\$45.60
				\$0.00	\$0.00
Subtotal, Travel:	\$1.73	158	\$0.00	\$109.20	\$109.20
EQUIPMENT					
Name and Type of Equipment:	Unit Cost	Quantity			
Excavator	\$31.60	67	\$2,117.20		\$2,117.20
Backhoe	\$32.03	67	\$2,145.68		\$2,145.68
				\$0.00	\$0.00
Subtotal, Equipment:	\$63.63	134	\$4,262.88	\$0.00	\$4,262.88
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:			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$10,000.00	\$1,861.80
OVERHEAD ASSESSMENT (If applicable, see FSH 1909.13)		Insert Rate Here: 0.0%	\$0.00
Total Party Costs		\$10,000.00	\$1,861.80
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Operator 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		\$11,861.80	

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