



FS Agreement No. - - -
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
TUOLUMNE COUNTY TRANSPORTATION COUNCIL
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
PACIFIC SOUTHWEST REGION, STANISLAUS NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Tuolumne County Transportation Council, hereinafter referred to as "TCTC", and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, Stanislaus National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Granger-Thye Act of April 24, 1950.

Background: The U.S. Forest Service and TCTC are public agencies that share an interest in providing open space, non-motized transportation options and recreational trails to the public. The TCTC has approval to construct a non-motorized trail that may be used for recreation or non-motorized transportation. Located near the City of Sonora, the Sonora Community Trail will provide its visitors with a unique opportunity to stroll through the Mother Lode's oak woodlands. The Sonora Community Trail is a proposed trail loop of approximately 1 (+) mile/s. The trail is proposed to be co-located on County owned property with complementary existing uses on site including: Senior Center, Main Branch Library, Heaven for Kids Playground and Skate park. There is a natural drainage that runs through part of the property and great vistas that provide spectacular views of Bald Mountain and surrounding Gold Country. The trail will follow contour lines making it gently undulating and accessible to a wide variety of trail users.

The U.S. Forest Service supports the development of community trails that provide a year-round recreation opportunity. Since many U.S. Forest Service trails are inaccessible in the winter months, the U.S. Forest Service is interested in expanding the availability of recreational trails outside U.S. Forest Service boundaries. In addition, the U.S. Forest Service has the expertise, (skills, personnel, and equipment) to construct trails, while the TCTC does not have trail construction staffing or expertise to construct a trail.

The purpose of this collection agreement is to construct the Sonora Community Trail. The TCTC has retained the property and project funding; the U.S. Forest Service has the expertise to clear and construct the trail.

Title: TCTC - Sonora Community Trail

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from TCTC to the U.S. Forest Service to construct the Sonora Community Trail as depicted in the TCTC's layout and plans.

Comment [A1]: This document will auto populate the Cooperator's name throughout the document after you enter the desired name in 3 locations. Those locations are: the first paragraph, Section I (Purpose), and Section II Part A (Legal Authority). After you enter the desired name in each location hit the "TAB" key. This will trigger the auto populate function. The comments for the locations are in BOLD.

Comment [A2]: Insert FS agreement number using the following format: *FY-CO-11RRU/SS-XXX*.

Comment [A3]: Insert cooperator agreement number, if applicable.

Comment [A4]: NOTE: All provisions in this instrument are mandatory, unless otherwise excepted.

Comment [A5]: Insert Cooperator's legal name.

Comment [A6]: Insert Forest Service Region/Station/Area/Institute name.

Comment [A7]: Insert Cooperator's legal name.

Comment [A8]: Insert Cooperator's shortened name or "Cooperator."

Comment [A9]: Insert Forest Service Region/Station/Area/Institute name.

- Comment [A10]:** Insert the appropriate authority(s):
- 1.Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127),
 - 2.Granger-Thye Act of April 24, 1950,
 - 3.Forest and Rangeland Renewable Resources Research Act of 1978, as amended;
 - 4.Intergovernmental Cooperation Act of 1968, as amended,

Other

Comment [A11]: If applicable, insert historical, background information.
If not applicable, remove.

Comment [A12]: Insert title of agreement consistent with WorkPlan name/description and I-Web project title

Comment [A13]: Provide explanation on what the parties wish to accomplish.

Comment [A14]: Insert Cooperator's shortened name or "Cooperator." Be sure to include the article "the" if appropriate.

Comment [A15]: Document what we intend to do with the funds.



II. THE TCTC SHALL:

- A. **LEGAL AUTHORITY.** TCTC 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. TCTC will assist in flagging the trail corridor or otherwise identify on the ground the route to be cleared and location of trail to be constructed.

Comment [A16]: Insert Cooperator's shortened name or "Cooperator."

Comment [A17]: Insert Cooperator's shortened name or "Cooperator." Be sure to include the article "The" if appropriate.

Comment [A18]: From the drop down box, choose either: 'reimburse' or 'deposit with' depending whether advance or reimbursement.

III. THE U.S. FOREST SERVICE SHALL:

- A. The U.S. Forest Service shall provide trail construction workers to clear the trail corridor through brush and wooded areas, in advance of specialists performing environmental impact reviews if needed. Work to be performed will utilize, at a minimum, chainsaws, hand held pruning saws and loppers. Heavy equipment such as a trail Sweco will be utilized to establish the trail tread. Cut material will be scattered onsite, outside of the trail corridor. Approximately 1 mile of minimal trail corridor clearing and construction will be performed over an estimated four week period.
- B. **REIMBURSABLE BILLING.** The maximum total cost liability to the TCTC for this agreement is \$25,000. The U.S. Forest Service shall bill TCTC annually as of 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.

Comment [A19]: Mandatory provision if not using advance billing provision.

Comment [UFS20]: Insert amount.

Comment [A21]: Insert appropriate response: monthly, quarterly, semi-annually, or annually. ASC RACA will automatically bill on a monthly cycle unless another cycle is identified in the agreement.

Comment [A22]: Enter dates for quarterly (December 31, March 31, June 20, and September 30 or earlier if earlier fiscal year cutoff in September is established by Forest Service), semi-annually (March 31, and September 30 or earlier) or annually (September 30 or earlier).

Comment [A23]: Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.

Billings must be sent to:
 Tuolumne County Transportation Council
 2 South Green Street
 Sonora, CA 95370

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 TCTC.

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.

Comment [A24]: Delete if a payment bond is NOT required.



C. **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 TCTC requirements are clearly defined within this clause.

Comment [A25]: Optional for CO, if the cooperator requires financial documentation with each bill. This provision alerts ASC-RACA that the Forest Service shall provide transaction registers with any billing to the cooperator under this agreement.

Also, Choose one of the following: with each bill, upon project completion, or annually

The special billing requirements are: Transaction Register of Expenditures shall accompany each bill.

Comment [A26]: Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

D. **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide TCTC with a written report that meets TCTC’s specific documentation requirements.

Comment [A27]: Optional provision if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

E. 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.

Comment [A28]: May be changed to accommodate additional contacts.

Principal Cooperator Contacts:

Comment [A29]: Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

Cooperator Program Contact	Cooperator Administrative Contact
Name: Tyler Summersett, Senior Planner – Trails Coordinator Address: 48 W. Yaney Ave 2 South Green St (mailing) City, State, Zip: Sonora, CA 95370 Telephone: 209.533.5557 FAX: 209.533.5698 Email: tsummersett@co.tuolumne.ca.us	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

Comment [A30]: Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact



Name: Miguel Macias, Public Service Program Area Lead, Summit Ranger District, Stanislaus National Forest Address: 1 Pinecrest Lake Rd City, State, Zip: Pinecrest, CA 95364 Telephone: 209.965.3434 ext. 5311 FAX: 209.965.3372 Email: mmacias@fs.fed.us	Name: Address: City, State, Zip: Telephone: FAX: Email:
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B. FOREST

VICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to TCTC 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 TCTC or any third party.

Comment [A31]: This language is **mandatory** if citing Section 5 of the Granger-Thye Act or Intergovernmental Cooperation Act. Provision is **optional** for other cited authorities.

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 TCTC, authorized for use for a new agreement by TCTC, or waived by TCTC. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by TCTC may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to TCTC.

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. TCTC 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:

Comment [A32]: **Optional** provision if the FS PM anticipates that the project/activity is of public interest and requests that the provision be included in the award.

" [redacted] of the U.S. Forest Service, Department of Agriculture, [redacted]."

Comment [A33]: Insert program name, e.g. "International Programs."

TCTC may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. TCTC 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.

Comment [A34]: Briefly describe the Forest Service program, the activity or activities associated with this agreement, and any other relevant information.

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.

Comment [UFS35]: Optional

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).

Comment [UFS36]: This provision is optional when the partner organization is covered by P.L. 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 TCTC from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. **ENDORSEMENT.** Any of TCTC’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of TCTC's products or activities.
- J. **NOTICES.** Any communication affecting the operations covered by this agreement by the U.S. Forest Service or TCTC 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 TCTC, at TCTC’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 TCTC 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 TCTC’s participation in the project.
- L. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for TCTC 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 **PACIFIC SOUTHWEST REGION, STANISLUAS 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 **PACIFIC SOUTHWEST REGION, STANISLUAS NATIONAL FOREST** will notify TCTC when permission is granted.
- M. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** TCTC shall acknowledge U.S. Forest Service support in

Comment [A37]: The parties may negotiate the following, additional, text, "... and does not by direct reference or implication convey the Cooperator’s endorsement of the Forest Service products or activities."

Comment [A38]: Optional provision

Comment [A39]: Mandatory provision **IF** the Cooperator anticipates producing any media with the Forest Service shield. The proposed use should be described in the Scope of Work.

Comment [A40]: Mandatory provision **IF** development of publications or production of audiovisuals, or if information is shared via electronic format (including websites), is anticipated.



any publications, audiovisuals, and electronic media developed as a result of this agreement.

N. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

Comment [PR-F41]: Mandatory provision for new agreements where the cooperator anticipates that its employees or participants and volunteers engaged on behalf of the cooperator and Forest Service will use chain saws or crosscut saws to conduct the program of work contained within the agreement. This provision is also mandatory when modifications to existing agreements of this type are necessary, e.g., for additional funding or extensions. Where mandatory, this provision must be inserted in the agreement and will become effective July 19, 2017.

O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

TCTC 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.

Comment [A42]: Mandatory provision **IF** development or publication of any printed, on-line, or audiovisual materials is anticipated.

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. TCTC 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 TCTC 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 April 26, 2019 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.

Comment [UFS43]: Insert 30, 60, or 90 days.

Comment [A44]: Insert expiration date. Not to exceed 5 years.

Comment [A45]: The signature block may be changed to accommodate additional signatories.

June 13, 2018

Michael Ayala, Chair, TCTC Date

Comment [A46]: Insert date of signature.

Comment [A47]: Insert Cooperator's organizational name.

, Date

U.S. Forest Service,

Comment [A48]: Insert date of signature.

Comment [A49]: Insert name of Forest Service Signatory Official (in CAPS). For the Chief, use first middle initial, and last names, e.g. THOMAS L. TIDWELL.

Comment [A50]: Insert Forest Service signatory official's positional title.

Comment [A51]: Insert Forest Service Unit.

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

Date

U.S. Forest Service Grants Management Specialist

Comment [A52]: Insert date of signature.

Comment [A53]: Insert Grants Management Specialist's name (in CAPS).



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.

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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.