



FS Agreement No. - - -

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
EASTERN SIERRA COUNCIL OF GOVERNMENTS (ESCOG)
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
INYO NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Eastern Sierra Council of Governments, hereinafter referred to as "ESCOG", and the United States Department of Agriculture (USDA), Forest Service, Inyo 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 Pub. L. 104-127).

Background: The ESCOG received a grant from California Department of Fish and Wildlife to conduct environmental analyses for the Eastern Sierra Climate and Communities Resilience Project (ESCCRP), a landscape-scale forest restoration project, by establishing a locally based Interdisciplinary Team (IDT) that will conduct third party NEPA for the project. It is desired by the grantee, the Eastern Sierra Council of Governments (ESCOG), to enter a Professional Services Contract with this IDT so that the team will be available for similar environmental services on a wide variety of projects in the future. The Inyo National Forest has committed to investing significant time and resources into working with this new IDT to ensure alignment with the agency and yield improved environmental documents. The environmental review of the ESCCRP and the new IDT are key components that begin to address forest restoration pace and scale needs of the eastern Sierra, and they collectively comprise the need to enter into this collection agreement. Existing conventional approaches to environmental review are not working in our region. The Inyo National Forest does not have and does not anticipate having adequate personnel to complete environmental review for a project of this scale nor keep pace with current and growing needs forest wide. Furthermore, contracting with large out-of-area environmental consulting firms is prohibitively expensive, puts additional burdens on the agency, often yields sub-par NEPA documents, and further slows the pace of projects due to exhaustive fundraising required. This project was conceived as a means of overcoming these chronic obstacles.

Title: Collection Agreement with the ESCOG and the Inyo National Forest for Planning support for the Eastern Sierra Communities and Climate Resilience Project.

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from ESCOG to the U.S. Forest Service to support FS staff and leadership to oversee, coordinate with, and provide guidance to the NEPA planning team analyzing the Eastern Sierra Communities and Climate Resilience Project.

Commented [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.

Commented [A2]: Insert FS agreement number using the following format: *FY-CO-11RRUUSS-XXX*.

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

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

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

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

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

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

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

- Commented [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

Commented [A11]: If applicable, insert historical, background information.

If not applicable, remove.

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

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

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

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



II. THE ESCOG SHALL:

- A. **LEGAL AUTHORITY.** The ESCOG 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. The ESCOG will administer the grant with CDFW and provide oversight of the subsequent grants, agreements, or contracts that provide for the NEPA planning for the Eastern Sierra Communities and Climate Resilience Project.
- E. The ESCOG will work with any contractors hired to execute the grant from California Department of Fish and Wildlife and the U.S. Forest Service to ensure that the NEPA products meet U.S. Forest Service standards and are delivered within the specified timeframes.
- F. The ESCOG will meet with the U.S. Forest Service, quarterly, to discuss progress and identify any challenges to meeting established timelines, and work with U.S. Forest Service staff and contractors to identify and implement solutions to meet those challenges.
- G. The ESCOG and its agents will work with U.S. Forest Service staff to review NEPA contract packages and select contractors that will work with the U.S. Forest Service to complete the NEPA analysis and oversee the NEPA specialists. The NEPA contractors will be required to complete all necessary specialist reports, documents required for USFWS consultation or SHPO consultation, NEPA documents and decision documents, and the administrative record.

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

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

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

Commented [A19]: Fully describe all other work, tasks, studies, funding reimbursements, collections, inspections, consultations and cooperation the Cooperator will perform.

III. THE U.S. FOREST SERVICE SHALL:

- A. **REIMBURSABLE BILLING.** The maximum total cost liability to theThe ESCOG for this agreement is \$228,692.00. The U.S. Forest Service shall bill ESCOG quarterly as of December 31, March 31, 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 is assessed at the rate of 12 percent.

Billings must be sent to: Janet Dutcher
 Eastern Sierra Council of Governments
 c/o Mono County
 PO Box 556

Commented [A20]: Mandatory provision if not using advance billing provision.

Commented [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.

Commented [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).

Commented [A23]: Insert the FS burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.

Commented [A24]: Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.



Bridgeport, CA 93517

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 ESCOG.

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 with each bill. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500.00, and only when ESCOG requirements are clearly defined within this clause.

The special billing requirements are:

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

D. Perform in accordance with the attached Financial Plan.

A. The U.S. Forest Service will make available, staff, consistent with the financial plan, to engage with the contractors completing the NEPA analysis, in order to seek early alignment with the third-party contractor. The U.S. Forest Service will identify all the requirements to be completed through the NEPA process and ensure this is clear to ESCOG and all contracted parties. This will include providing staff that will provide oversight of the documentation, including but not limited to, reviewing documents, providing comments, attending meetings, Identifying needed field inventories.

B. The U.S. Forest Service will work with the ESCOG to regularly update the public about the progress and solicit input from the public as required by NEPA. Public notification and communications will be approved by the U.S. Forest Service.

C. The U.S. Forest Service will be responsible for initiating consultation with regulatory agencies where that authority is not delegated to others to complete (i.e., SHPO, USFWS).

D. The U.S. Forest Service will work with the ESCOG to review contract packages and select the appropriate contractors to complete this work.

E. The U.S. Forest Service will meet with the ESCOG, quarterly, to discuss progress and identify any challenges to meeting established timelines, and work with the ESCOG staff and contractors to identify and implement solutions to meet those challenges.

Commented [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

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

Commented [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.



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: Elaine Kabala Address: Eastern Sierra Council of Governments c/o Town of Mammoth Lakes PO Box 1609 City, State, Zip: Mammoth Lakes, CA 93546 Telephone: 323-652-0390 FAX: Email: ekabala@escog.ca.gov	Name: Elaine Kabala Address: Eastern Sierra Council of Governments c/o Town of Mammoth Lakes City, State, Zip: Mammoth Lakes, CA 93546 Telephone: 323-652-0390 FAX: Email: ekabala@escog.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Nathan Sill Address: 351 Pacu Ln. City, State, Zip: Bishop, CA, 93514 Telephone: 626-698-8996 FAX: Email: Nathan.sill@usda.gov	Name: Aaron Stout Address: City, State, Zip: Telephone: 530-955-5712 FAX: Email: aaron.stout@usda.gov

- B. **FOREST SERVICE LIABILITY TO THE COOPERATOR.** The United States shall not be liable to The ESCOG 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 ESCOG 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 ESCOG, authorized for use for a new agreement by ESCOG, or waived by ESCOG. A

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

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

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

Commented [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.



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

- 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 ESCOG 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:

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

The ESCOG may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The ESCOG 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. **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 ESCOG from participating in similar activities with other public or private agencies, organizations, and individuals.

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

- I. **NOTICES.** Any communication affecting the operations covered by this agreement by the U.S. Forest Service or ESCOG 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.

Commented [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.

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

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

Commented [UFS35]: Optional

Commented [A36]: 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."



To ESCOG, at ESCOG’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 ESCOG 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 ESCOG’s participation in the project.
- K. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for ESCOG 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 **INYO 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 **INYO NATIONAL FOREST** will notify The ESCOG when permission is granted.
- L. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** The ESCOG shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. **PROPERTY IMPROVEMENTS.** Improvements placed by The ESCOG 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 The ESCOG to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- N. **PURCHASE OF ASSETS.** Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with ESCOG’s contributions shall become the property of the U.S. Forest Service.
- O. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The ESCOG 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.)

Commented [A37]: Optional provision

Commented [A38]: 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.

Commented [A39]: Mandatory provision **IF** development of publications or production of audiovisuals, or if information is shared via electronic format (including websites), is anticipated.

Commented [A40]: Mandatory provision **IF** property improvements result from a project on NFS lands.
Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

Commented [A41]: Mandatory provision **IF** property improvements result from a project on NFS lands.
Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

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



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 ESCOG 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 ESCOG 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 60 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 5 years 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.

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

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

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

Commented [A46]: Insert date of signature.

Commented [A47]: Insert Cooperator signatory official's positional title.

ELAINE KABALA, Executive Director
Eastern Sierra Council of Governments

Date



LESLEY YEN, Forest Supervisor
U.S. Forest Service, Inyo National Forest

Date

Commented [A48]: Insert date of signature.

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

AARON STOUT
U.S. Forest Service Grants Management Specialist

Date

Commented [A49]: Insert date of signature.

Commented [A50]: 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.

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.