AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
USDA, Forest Service Agreement No. 14-RO-11020407-052; Road Project Agreement between Gunnison County and the USDA, Forest Service, Grant Mesa, Uncompahgre and Gunnison National Forest, Gunnison Ranger District; Cumberland Pass National Forest System Road 765 Willow Creek Bridge 2 Replacement Project

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: USDA GMUG FS and Gunnison County

Term Begins: August 5 2014 **Term Ends:** 8/5/2019 **Grant Contract #:** 14-RO-11020407-052

Summary:
The Forest Service received funding for the replacement of the Willow Creek Bridge #2 (near FS Sewer Dump Station). This is on a FS Schedule A Road, but the BOCC previously approved participation since the road is used by property owners as well as recreation traffic.

Fiscal Impact: $52,771.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

County match is available in the 2014 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/29/2014

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

Comments:

ok db 7/28/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/28/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/29/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 8/5/2014 Follow Up Agenda Date:

Revised April 2013

FS Agreement No. 14-RO-11020407-052
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GUNNISON COUNTY
And The
USDA, FOREST SERVICE, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST, GUNNISON RANGER DISTRICT

This Project Agreement (agreement) is hereby made and entered into by and between GUNNISON COUNTY, hereinafter referred to as "County," and the USDA, Forest Service, GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST,GUNNISON RANGER DISTRICT, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #13-RO-11020400-026 executed between the parties on May 22, 2013.

Project Title: **Cumberland Pass National Forest System Road 765 Willow Creek Bridge 2 Replacement.**

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 22, 2013. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.

- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the **replacement of the Willow Creek Bridge on the Cumberland Pass NFSR 765.** The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed **$150,000.**

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $150,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of County's annual invoice. Each invoice from the County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) County's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109
FAX: 877-687-4894

Send a copy to: Janice Chapman
Gunnison Ranger District
216 North Colorado Street
Gunnison, CO 81230

V. 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: Jim Kint Address: 195 Basin Park Drive City, State, Zip: Gunnison CO 81230 Telephone: 970-641-0044 FAX: 970-641--8120 Email: jkint @gunnisoncounty.org	Name: Marlene Crosby Address: 195 Basin Park Drive City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 FAX: 970-641-8120 Email: mcrosby @gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Janice Chapman Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-642-4405 FAX: 970-642-4425 Email: jlchapman@fs.fed.us	Name: Merna Fehlmann Address: 2250 Highway 50 City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment.

F. 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.

G. 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.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. MODIFICATION. 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 90 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. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire unless extended.

L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of 06/30/2016. The expiration date is the final date for completion of all work activities under this agreement.

M. 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.

PAULA SWENSON, Chairperson — Date
Gunnison County Board of County Commissioners

SCOTT G. ARMENTROUT, Forest Supervisor — Date
U.S. Forest Service, Grand Mesa, Uncompahgre and
Gunnison National Forest

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

Merna Fehlmann U.S. Forest Service Grants & — Date
Agreements Specialist

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.

ANNUAL OPERATING PLAN
Scope of Work

I. GENERAL PROJECT DESCRIPTION:

Replace the existing Willow Creek Bridge No. 2 with a Con/Span Precast Arch Structure and Wall System on Cumberland Pass National Forest System Road 765.

II. PROJECT SPECIFICS

A. FOREST SERVICE SHALL:

1. Provide funding not to exceed $150.000.00.
2. Provide engineering support and oversite for the project.
3. Develop the Project Agreement with cooperation with Gunnison County.

B. GUNNISON COUNTY SHALL:

1. Purchase and install the structure.
2. Remove and dispose of the existing bridge and abutments.
3. Provide all equipment, labor and traffic control for the project.
4. Provide crushed aggregrate for the new structure and approaches.
5. Contract the concrete, pumping and delivery required for the project.

C. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Janice Chapman
216 North Colorado Street
Gunnison, CO 81230

Phone: 970-642-4405
FAX: 970-642-4425
E-Mail: jlchapman@fs.fed.us

Cooperator Project Contact

Jim Kint
195 Basin Park Drive
Gunnison, CO 81230

Phone: 970-641-0044
FAX: 970-641-8120
E-Mail: jkint@gunnisoncounty.org

Forest Service Administrative Contact

Merna Fehlmann
2250 Highway 50
Delta, CO 81416

Phone: 970-874-6600
FAX: 970-874-6698
E-Mail: mfehlmann@fs.fed.us

Cooperator Administrative Contact

Marlene Crosy
195 Basin Park Drive
Gunnison, CO 81230

Phone: 970-641-0044
FAX: 970-641-8120
E-Mail: mcrosby@gunnisoncounty.org

D. FINANCIAL PLAN: Attached is a Financial Plan identified as Exhibit A for Agreement No. 14-RO-11020407-052

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: **Willow Creek Bridge Replacement Financial Plan**

USFS Agreement No.: 14-RO-11020407-052

Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,545.00	$8,000.00	$26,352.00	$0.00	$35,897.00
Travel	$0.00	$0.00	$3,120.00	$0.00	$3,120.00
Equipment	$0.00	$17,990.00	$11,300.00	$0.00	$29,290.00
Supplies/Materials	$0.00	$111,890.00	$10,500.00	$0.00	$122,390.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$12,120.00	$500.00	$0.00	$12,620.00
Other					$0.00
Subtotal	$1,545.00	$150,000.00	$51,772.00	$0.00	$203,317.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$123.60				$123.60
Total	$1,668.60	$150,000.00	$51,772.00	$0.00	
Total Project Value:					$203,440.60

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 74.55%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 25.45%
Total (f+g) = (h)	(h) 100.00%