

**RESOLUTION NO. 2018-29**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING A COLLECTION AGREEMENT WITH USDA, U.S. FOREST SERVICE, COCONINO NATIONAL FOREST, FOR MANAGEMENT OF NON-MOTORIZED URBAN TRAIL MAINTENANCE, CONSTRUCTION, AND RELATED PROJECTS SERVING RESIDENT AND VISITOR ACCESS TO THE TRAIL SYSTEM.**

WHEREAS; the City of Sedona ("City") and the USDA, U.S. Forest Service, Coconino National Forest ("USFS") have partnered to manage the non-motorized urban trail system within the Sedona, Arizona, area, to meet the needs of the residents and visitors through a collection agreement that identifies voluntary funding by the City and projects for the trail system

WHEREAS; the previous five-year agreement expired on October 17, 2018; and

WHEREAS; the City and the USFS desire to continue the collection agreement as set out in FS Agreement No. 19-CO-11030406-001; and

WHEREAS; the funding of the agreement would be as set out in the accompanying Financial Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT;

The City of Sedona, through its Mayor and Council, hereby approves the Collection Agreement (FS 19-CO-11030406-001) with the USFS for voluntary contribution of funds by the City for construction, maintenance, and related project for the urban trail system, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona this 23<sup>rd</sup> day of October, 2018.

  
\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert L. Pickels, Jr., City Attorney



FS Agreement No. 19-CO-11030406-001

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT  
Between The  
CITY OF SEDONA, ARIZONA  
And The  
UNITED STATES DEPARTMENT OF AGRICULTURE,  
U.S. FOREST SERVICE  
COCONINO NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the City of Sedona, hereinafter referred to as “The City”, and the United States Department of Agriculture (USDA), Forest Service, Coconino 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 City and the U.S. Forest Service have partnered to manage the non-motorized urban trail system within the Sedona area for nearly two decades. Past projects include several miles of trail construction, maintenance and signing, trailhead construction and maintenance, and environmental review. Both parties intend to continue to work together to meet the needs of City residents and area visitors for access to, and use of, the public lands trail system. A new agreement is needed to replace the one that expires on October 17, 2018.

Title: Sedona Urban Trails IV

**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 continue our partnership efforts to provide non-motorized trail opportunities for City residents and visitors to public lands within and surrounding the Sedona area.

**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, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.



- D. Provide additional funding each year of the Agreement, if funds are available and approved by the City Council, for continued urban trail maintenance, construction, reconstruction, restoration, or other trail improvements within the Sedona area as proposed by the U.S. Forest Service. The City’s fiscal year cycle is July 1 to June 30 of each year.

**III. THE U.S. FOREST SERVICE SHALL:**

- A. ADVANCE BILLING. The maximum total cost liability to the The City for this agreement is **\$40,000**. The U.S. Forest Service shall bill The City prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: A single lump sum advance bill

Billing must be sent to:

Karen Osburn, Assistant City Manager
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

- B. Perform in accordance with the attached Financial Plan (Attachment A) and proposed Scope of Work (SOW; Attachment B).
- C. Provide all personnel, equipment, and contracting services necessary to complete all work funded under this Agreement.
- D. Provide The City with a written annual accomplishment report, including a summary of expenditures, and a proposed SOW for each year of the agreement for urban trails within the Sedona area. Reporting is due to The City by September 30 of each year.
- E. If requested, provide an oral presentation to The City of the annual accomplishments and plans for the following years’ trail work under this Agreement.
- F. If requested, provide detailed financial documentation of all expenditure of funds provided by The City under this Agreement.

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Karen Osburn, Assistant City Manager City of Sedona 102 Roadrunner Drive Sedona, AZ 86336 Telephone: 928-203-5067 Email: <a href="mailto:kosburn@sedonaaz.gov">kosburn@sedonaaz.gov</a>	Megan McRae, Administrative Assistant City of Sedona 102 Roadrunner Drive Sedona, AZ 86336 Telephone: 928-203-5198 Email: <a href="mailto:mmcrae@sedonaaz.gov">mmcrae@sedonaaz.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Adam Barnett, Recreation Program Mgr. Coconino NF, Red Rock Ranger District 8375 State Rte. 179 P.O. Box 20429 Sedona, AZ 86351 Sedona, AZ 86341 Telephone: 928-203-7529 FAX: 928-203-7539 Email: <a href="mailto:adam Barnett@fs.fed.us">adam Barnett@fs.fed.us</a>	Emily Stoddard, Grants Mgmt Specialist Coconino NF, Supervisor's Office 1824 S. Thompson Street Flagstaff, AZ 86001 Telephone: 928-527-3477 FAX: 928-527-3620 Email: <a href="mailto:emilycstoddard@fs.fed.us">emilycstoddard@fs.fed.us</a>

B. **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.

C. **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:

"The Red Rock Ranger District of the Coconino National Forest, U.S. Forest Service, Department of Agriculture, and the City of Sedona are working together to maintain and improve local trails..."

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

D. **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).

- E. 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.
- F. 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 and does not by direct reference or implication convey The City's endorsement of the Forest Service products or activities.
- G. 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.
- H. 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.
- I. PROPERTY IMPROVEMENTS. Improvements placed by The City 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 City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- J. 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.



- K. 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.
  
- L. 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.
  
- M. 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.
  
- N. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through five years from the date of the last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
  
- O. 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.

  
 \_\_\_\_\_  
 JUSTIN CLIFTON, City Manager  
 City of Sedona, Arizona 10/25/18  
Date

  
 \_\_\_\_\_  
 LAURA JO WEST, Forest Supervisor  
 U.S. Forest Service, Coconino National Forest 11/7/2018  
Date



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

EMILY STODDARD

U.S. Forest Service Grants Management Specialist

11/6/2018

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.

**Attachment A**

Forest Service Agreement # **19-CO-1103406-001**

Cooperator Agreement # \_\_\_\_\_

**Collection Agreement Financial Plan  
Cooperator and FS Contributions**

<b>COST ELEMENTS and related data</b>				<b>Cooperator Contribution</b>	<b>FS Non-Cash Contribution</b>	
<b>Line Item Cost Subtotals</b>				<b>Subtotal</b>	<b>Subtotal</b>	<b>Combined Subtotals</b>
<b>PERSONNEL</b>						
<b>Resource Specialists (List all personnel):</b>	<b># of Days</b>	<b>\$/Day</b>				
GS-7 Trail Crew Supervisor	20.00	\$259.22		\$5,184.30		\$5,184.30
GS-5 Recreation Technician (Trails) 1	130.00	\$150.03		\$19,503.90		\$19,503.90
GS-5 Recreation Technician (Trails) 2	100.00	\$150.03		\$15,003.00		\$15,003.00
				\$0.00		\$0.00
GS-7 Trail Crew Supervisor	60.00	\$259.21			\$15,552.60	\$15,552.60
GS-5 Recreation Technician (Trails) 2	30.00	\$150.03			\$4,500.90	\$4,500.90
GS-5 Recreation Technician (Trails) 3	130.00	\$150.03			\$19,503.90	\$19,503.90
					\$0.00	\$0.00
<b>Subtotal, Personnel:</b>	<b>470.00</b>			<b>\$39,691.20</b>	<b>\$39,557.40</b>	<b>\$79,248.60</b>
<b>TRAVEL</b>						
<b>Explanation of trips: From Where/To Where/For Whom</b>	<b>Vehicle Mileage Cost</b>	<b># of Miles</b>	<b>PerDiem and Lodging</b>			
				\$0.00		\$0.00
Vehicle #4116	\$0.50	3,000.00	\$0.00		\$1,500.00	\$1,500.00
<b>Subtotal, Travel:</b>	<b>\$0.50</b>	<b>3,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$1,500.00</b>
<b>EQUIPMENT</b>						
<b>Name and Type of Equipment:</b>	<b>Unit Cost</b>	<b>Quantity</b>				
				\$0.00		\$0.00
					\$0.00	\$0.00
<b>Subtotal, Equipment:</b>	<b>\$0.00</b>	<b>0</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>						
<b>Name and Type of Supplies:</b>	<b>Unit Cost</b>	<b>Quantity</b>				
Work gloves	\$15.44	20.00		\$308.80		\$308.80
				\$0.00		\$0.00
Set trail tools (lopper, pruning saw, mattock)	\$150.00	5.00			\$750.00	\$750.00
<b>Subtotal, Supplies:</b>	<b>\$165.44</b>	<b>25</b>		<b>\$308.80</b>	<b>\$750.00</b>	<b>\$1,058.80</b>

CONTRACTUAL						
<b>Describe Contracts that will most likely result from this project:</b>						
					\$0.00	
					\$0.00	
<b>Subtotal, Contractual:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
OTHER						
<b>Describe Other Costs of the Project:</b>						
					\$0.00	
					\$0.00	
<b>Subtotal, Other:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>				<b>\$40,000.00</b>	<b>\$41,807.40</b>	<b>\$81,807.40</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>		10.0%		\$4,180.74	
<b>Total Party Costs</b>				<b>\$40,000.00</b>	<b>\$45,988.14</b>	<b>\$85,988.14</b>
<b>GOST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>				<b>Cooperator Contribution</b>		
<b>TOTAL CHARGES</b>						<b>\$0.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>		0.0%		\$0.00	
<b>Total Pass-Through Costs</b>						<b>\$0.00</b>
<b>TOTAL PROJECT COSTS</b>					<b>\$85,988.14</b>	

Burden Statement

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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).

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