

FS Agreement No. 17-CO-11061700-017

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
KITTITAS COUNTY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
OKANOGAN-WENATCHEE NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between Kittitas County, hereinafter referred to as "Kittitas County", and the United States Department of Agriculture (USDA), Forest Service, Okanogan-Wenatchee 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: Kittitas County and the U.S. Forest Service are working together to provide improved visitor services to the public. The U.S. Forest Service, due to limited funds is unable to staff the Cle Elum Ranger District Visitor Center seven days a week. The majority of the visiting public is looking for information and services on the weekends regarding activities available within the County and Forest areas. With the money provided by Kittitas County the U.S. Forest Service will keep the front office open on weekends during the peak recreation seasons. The weekend hours will be adjusted during the shoulder season to meet visitor demand. The shoulder seasons are early October to late November and late March to late April.

Title: Cle Elum District Visitor Services

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Kittitas County to the U.S. Forest Service to improve visitor services in the area.

II. THE KITTITAS COUNTY SHALL:

- A. LEGAL AUTHORITY. Kittitas County 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.



III. THE U.S. FOREST SERVICE SHALL:

- A. **REIMBURSABLE BILLING.** The maximum total cost liability to the Kittitas County for this agreement is **\$12,000.00**. The U.S. Forest Service shall bill Kittitas County quarterly for funds sufficient to cover the costs for the specific payment period August 1, 2017 through July 31, 2018. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of 0 percent due to mutual interest to both parties.

Billings must be sent to:

Kittitas County Auditor
Attn: Accounting Department
205 West 5th – Suite 105
Ellensburg WA 98926
Auditorsaccounting@co.kittitas.wa.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 Kittitas County.

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 Kittitas County requirements are clearly defined within this clause.

The special billing requirements are: Provide a spending report with each bill.

- C. **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide Kittitas County with a written report that meets Kittitas County's specific documentation requirements.
- D. Perform in accordance with the attached Financial Plan.
- E. Provide staff to work at the Cle Elum Ranger District Visitor Center. County money will only be used to pay salaries to keep the office open on weekends and holidays during peak recreation seasons. Weekend hours will be adjusted during the shoulder season to



meet visitor demand. The Cle Elum Ranger District will operate on the following schedule as funding allows:

1. December 19 to May 21 open 5 days a week;
2. May 22 to September 7 open 7 days a week;
3. September 8 to December 18 open 6 days a week.

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
Paul Jewell 205 W 5 th Ave Ste. 108 Ellensburg, WA 98926-2887 Telephone: 509-962-7508 Email: paul.jewell@co.kittitas.wa.us	Judy Pless 205 W 5 th Ave Ste. 108 Ellensburg, WA 98926-2887 Telephone: 509-962-7502 Email: judy.pless@co.kittitas.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Barry Collins Cle Elum Ranger District 803 W 2 nd Street Cle Elum, WA 98922 Telephone: 509-852-1070 Email: bcollins@fs.fed.us	Amy Verellen, Agreement Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Telephone: 509-664-9315 Email: averellen@fs.fed.us

- B. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Kittitas County is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

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

- C. **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.



- 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 Kittitas County from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Kittitas County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Kittitas County's products or activities.
- G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Kittitas County 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 Kittitas County, at Kittitas County'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 Kittitas County 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 Kittitas County's participation in the project.
- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Kittitas County 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 U.S. Forest Service, Okanogan-Wenatchee 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, Okanogan-Wenatchee National Forest will notify Kittitas County when permission is granted.



- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Kittitas County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Kittitas County 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."

- L. 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.
- M. DEBARMENT AND SUSPENSION. Kittitas County 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 Kittitas County 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.
- N. 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.



implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

- O. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through July 31, 2018 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- P. 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.

PAUL JEWELL, Chairman of the Board
Kittitas County Commissioners

8/15/17
Date

MICHAEL R. WILLIAMS, Forest Supervisor
U.S. Forest Service, Okanogan-Wenatchee National Forest

8/9/2017
Date

The authority and format of this agreement (17-CO-11061700-017) have been reviewed and approved for signature.

DE ETTE M. STOFLETH
U.S. Forest Service Grants Management Specialist

8/8/17
Date

Forest Service Agreement # 17-CO-11001700-017

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				
GS 4 1001	24.00	\$121.20		\$2,908.80		\$2,908.80
Office Clerk (Dyer)	24.00	\$137.87		\$3,304.10		\$3,304.10
Forestry Aid (Fouts)	34.30	\$168.72		\$5,787.10		\$5,787.10
					\$0.00	\$0.00
Subtotal, Personnel:	82.30			\$12,000.00	\$0.00	\$12,000.00
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
OTHER						
Describe Other Costs of the Project:						\$0.00
						\$0.00
Subtotal, Other:				\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES				\$12,000.00	\$0.00	\$12,000.00
OVERHEAD ASSESSMENT (If applicable, see FSH 1909.13)	Insert Rate Here:	0.0%		\$0.00		
Total Party Costs				\$12,000.00	\$0.00	\$12,000.00
TOTAL PROJECT COSTS						\$12,000.00

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 0508-0217. The time required to complete this information collection is estimated to average 45 minutes 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) 692-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (800) 377-8042 (relay voice). USDA is an equal opportunity provider and employer.

