

RESOLUTION NO. 2855

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE COLLECTION AGREEMENT ("AGREEMENT") BETWEEN THE TOWN OF PAYSON ("COOPERATOR") AND THE USDA, FOREST SERVICE, TONTO NATIONAL FOREST ("U.S. FOREST SERVICE") RELATING TO THE PARCEL FOR THE USE OF THE CRAGIN WATER TREATMENT PLANT.

WHEREAS, the Parties desire to enter into a Collection Agreement pursuant to the provisions of the Cooperative Funds Act of June 30, 1914, 16 U.S.C. 498, as amended by Pub. L. 104-127 for the purpose of documenting the voluntary contribution of funds from the Cooperator to the U.S. Forest Service; and

WHEREAS, on June 25, 2012, the Town of Payson submitted an application to purchase a parcel of National Forest Service land under the Townsite Act Authority of January 12, 1983, P.L. 97-465 (96 Stat. 2535, 16 U.S.C. 521c); and

WHEREAS, the Tonto National Forest has accepted the application as a Townsite Act Case for the use of a water treatment plant as described in the "Final Environmental Assessment for the Proposed Town of Payson-Cragin Water Pipeline and Treatment Plant Project in Gila County, Arizona" dated October 2011; and

WHEREAS, the subject land is located in Gila County, Arizona, and described as follows: approximately 7 acres located in Gila & Salt River Meridian, T.11N., R.10 E., S23; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Cooperative Funds Act of June 30, 1914, 16 U.S.C. 498, as amended by Pub. L. 104-127; Townsite Act Authority of January 12, 1983, P.L. 97-465 (96 Stat. 2535, 16 U.S.C. 521c); A.R.S. §§ 9-241 *et. seq.* and 9-496 *et. seq.*,

NOW, THEREFORE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Agreement between the Cooperator and the U.S. Forrest Service, attached hereto marked Exhibit A is approved in substantially the form attached.

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Prepared by Town of Payson Legal Department

HMI:dbs May 27, 2015 (11:56AM)

2855 USFS Collection Agmt

JUN 04 2015

D. I.

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, is authorized to execute said Agreement in substantially the form attached.

Section 3. That the Town of Payson is authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this Resolution.

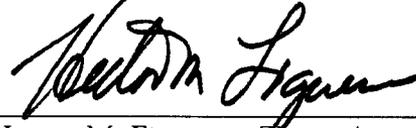
PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 2nd day of June, 2015, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



Silvia Smith, Town Clerk

Hector M. Figueroa, Town Attorney

FS Agreement No. 15-CO-11031200-010
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
TOWN OF PAYSON
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between The Town of Payson, hereinafter referred to as "Cooperator", and the USDA, Forest Service, Tonto 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: On June 25, 2012, the Town of Payson submitted an application to purchase a parcel of National Forest System lands under the Townsite Act Authority of January 12, 1983, P.L. 97-465 (96 Stat. 2535, 16 U.S.C. 521c). The Tonto National Forest has accepted the application as a Townsite Act Case for the use of a water treatment plant as described in the 'Final Environmental Assessment for the proposed Town of Payson-Cragin water pipeline and treatment plant project in Gila County, Arizona' dated October 2011.

Title: Cragin Payson Townsite Act Land Sale Proposal

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Cooperator to the U.S. Forest Service to cover costs associated with NEPA compliance, document preparation and land ownership adjustment processing necessary for the Townsite Act Sale of National Forest System lands. The subject land is located in Gila County, Arizona and described as follows: Approximately 7 acres located in: Gila & Salt River Meridian, T.11N., R.10 E., S 23.

II. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. COOPERATOR 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 a principal point of contact that will be available to meet with the designated Forest Service Representative on an as needed basis.
- E. Provide funding necessary to accomplish activities required to process the land sale, which will be accomplished through cooperation with the Forest Service.
- F. Bear all reasonable costs of administration, survey, appraisal, Environmental Site Assessment, title matters, administrative items incidental to the sale as provided in P.L. 97-465 (16 USC 521f).

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to the COOPERATOR for this agreement is **\$46,161.40**. The U.S. Forest Service shall bill Cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of 8 percent.

Billing Method: A single lump sum advanced bill.

Billing must be sent to:

Town of Payson
303 North Beeline Highway
Payson, AZ 85541-4306

- B. Perform in accordance with the attached Financial Plan.
- C. Provide oversight and coordination to ensure the proposed Townsite Act land sale will be processed in a responsible manner according to laws, executive orders, regulations and Forest Service policy.
- D. Establish a principal point of contact for the Forest Service as the Project Manager on all matters relating to the land conveyance.
- E. Determine the responsibilities and process for conducting the NEPA analysis and all steps related to the sale of National Forest System lands.
- F. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related indirect cost.

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
LaRon G. Garrett, Town of Payson 303 N. Beeline Highway Payson, AZ 85541-4306 Telephone: 928-474-5242 x283 FAX: 928-472-7490 Email: lgarrett@paysonaz.gov	Name: Debra Galbraith, Town of Payson Town of Payson 303 N. Beeline Highway Payson, AZ 85541-4306 Telephone: 928-474-5242 x262 FAX: 928-474-4610 Email: dgalbraith@paysonaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Tammy Pike, Natural Resource Specialist Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 80006 Telephone: 602-225-5229 FAX: 602-225-5295 Email: tpike@fs.fed.us	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 80006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

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

- 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. COOPERATOR 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 Tonto National Forest of the U.S. Forest Service, Department of Agriculture, is collaborating with the Cooperator to cover costs associated with NEPA compliance, document preparation and land ownership adjustment processing necessary for the Townsite Act Sale of National Forest System lands."

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



- J. 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. Excess funds must be refunded in accordance with the REFUND provision of the agreement.

- K. DEBARMENT AND SUSPENSION. COOPERATOR 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 Cooperator 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.

- L. 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.

- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of **September 30, 2017**. The expiration date is the final date for completion of all work activities under this agreement.

- N. 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.

TOWN OF PAYSON
Trustee

Date

NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date



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

SHERRY SMITH
U.S. Forest Service Grants Management Specialist

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.

Collection Agreement Financial Plan

Cooperator and FS Contributions

PERSONNEL					
Resource Specialists (List all personnel):	# of Days	\$/Day			
Public Services Staff Officer - GS 13	7.00	\$458.45	\$3,209.15		\$3,209.15
Natural Resource Specialist - GS 11	25.00	\$365.80	\$9,145.00		\$9,145.00
Surveyor - GS 12	4.00	\$389.85	\$1,559.40		\$1,559.40
Surveyor - GS 11	4.00	\$315.27	\$1,261.08		\$1,261.08
Hydrologist - GS 12	1.00	\$494.67	\$494.67		\$494.67
Archeologist - GS 12	0.00	\$389.85	\$0.00		\$0.00
Archeologist - GS 11	1.00	\$346.65	\$346.65		\$346.65
Wildlife Biologist - GS 11	5.00	\$286.47	\$1,432.35		\$1,432.35
Landscape Archeologist - GS 12	1.00	\$467.88	\$467.88		\$467.88
NEPA Coordinator - GS 12	2.00	\$395.43	\$790.86		\$790.86
Subtotal, Personnel:	50.00		\$18,707.04	\$0.00	\$18,707.04
TRAVEL					
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
Surveyor Travel	87.00	1	\$300.00	\$387.00	\$387.00
Travel to site and meetings	74.00	2		\$148.00	\$148.00
Subtotal, Travel:	\$161.00	3	\$300.00	\$535.00	\$535.00
EQUIPMENT					
Name and Type of Equipment:	Unit Cost	Quantity			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal, Equipment:	\$0.00	0	\$0.00	\$0.00	\$0.00
SUPPLIES					
Name and Type of Supplies:	Unit Cost	Quantity			
Copying/Office Supplies	\$50	1	\$50.00		\$50.00
Legal Publications	\$150	3	\$450.00		\$450.00
				\$0.00	\$0.00
Subtotal, Supplies:	\$200.00	4	\$500.00	\$0.00	\$500.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
Appraisal	\$18,000.00		\$18,000.00
			\$0.00
Subtotal, Contractual:	\$18,000.00	\$0.00	\$18,000.00
OTHER			
Describe Other Costs of the Project:			
Environmental Site Assessment	\$5,000.00		\$5,000.00
			\$0.00
Subtotal, Other:	\$5,000.00	\$0.00	\$5,000.00
TOTAL DIRECT CHARGES	\$42,742.04	\$0.00	\$42,742.04
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	8.0%	\$3,419.36
Total Party Costs	\$46,161.40	\$0.00	\$46,161.40
TOTAL CHARGES			
			\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs	\$0.00		
TOTAL PROJECT COSTS			\$46,161.40

Burden Statement

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USDA Forest Service

Grants & Agreements Cover Sheet

Complete this cover sheet, attach the required documents as specified by agreement type below and provide entire package to FS-WO G&A staff inbox.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit/subunit numeric code: 0312
Staff: Rebecca Hoffman

Person submitting request: Tammy Pike
Email Address: tpike@fs.fed.us
Telephone Number: 602-225-5229

NRM Proposal ID No.	
Acquisition Plan (WPAP) ID No.	322493
Expected/Desired Start Date (for workload prioritization)	Summer 2015
Job Code(s) and Funding Amount(s)	
For a Modification, Provide the Forest Service Agreement No.	
For Federal Financial Assistance (Grants and Cooperative Agreements), Attach: <ul style="list-style-type: none"> • SF-424 • SF-424A or SF-424C • SF-424B or SF-424D • AD-1047 Certification Regarding Debarment... • AD-1049 (or AD-1052), Certification Regarding Drug-Free... • AD-3030 FS (Only needed for a profit or non-profit entity) • Certification Regarding Lobbying (FS \$ over \$100K) • Cooperator delegation of signing authority • Non-Competition Justification Letter (if over \$75,000 and not competed) • Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA) • Full project narrative including a project timeline • Detailed project budget and Narrative (detailed budget break out by line item with sufficient detail to perform a Federal cost analysis) • 	Attached <input type="checkbox"/>
All Other Partnership Agreements, Attach: <ul style="list-style-type: none"> • Appropriate G&A Form • Statement of Work which describes proposed project • Financial plan, when required 	Attached <input checked="" type="checkbox"/>



USDA Forest Service

All Modifications, Attach: <ul style="list-style-type: none"> • Modification Form FS 1500-19 • Statement of Work, if applicable • Financial Plan, if applicable 	Attached <input type="checkbox"/>
Interagency Agreements, Attach: <ul style="list-style-type: none"> • FMS Form 7600 A (7600A contains the general terms and conditions). • FMS Form 7600 B (7600B commits funds) • FMS Form 7600 B Block 28 (when committing more than one line of funding) • Economy Act Letter (when using Economy Act Authority and • Determination of and Finding of Best Procurement Approach if the primary purpose is contracting services) • Approval for IT equipment, software, and services that exceed \$25,000 per AGAR #53 	Attached <input type="checkbox"/> Single Project Agreement: <input type="checkbox"/> (Requires both 7600 A & B(s)) Multi-Project Agreement: <input type="checkbox"/> (Multi-Project Agreement(s) require separate cover sheets and separate 7600 B forms)
Cooperator's/Organization's Legal Name	Town of Payson
Cooperator Current Contact Name, Telephone No., and E-mail	LaRon Garrett 928-474-5242 x283 lgarrett@paysonaz.gov
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	Town of Payson 303 N. Beeline Highway Payson, AZ 85541-4306 Gila County Congressional District 4
Provide County Name(s) Where Project Activities Take Place (Required for FFA)	Gila County
Cooperator Tax ID No.	86-0287228
Cooperator DUNS Number	07-243-1174
SAM Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Interagency Agreements Only: Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Person Model: Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Project Title & Brief Description	Cragin Payson Townsite Act Land Sale Proposal
FS Program Manager Name and Email	Tammy Pike tpike@fs.fed.us
FS Budget Approver Name and Email	
FS Administrative Contact Name and Email	
FS Signature Official Name and email NOTE: The Signatory Official must be specifically	

Comment [A1]: Use one of the following: EIN, Employer Identification Number; TIN, Taxpayer Identification Number; or SSN, Social Security Number.

Comment [A2]: Note* DUNS: Data Universal Numbering System.

Comment [A3]: The Cooperator shall register at System for Award Management (SAM): <https://www.sam.gov/portal/public/SAM#1>. If the Cooperator is not registered in SAM they will not be able to invoice.



USDA Forest Service

authorized by FSM 1580 or a current FY delegation of authority letter.