

FS Agreement No. 16-CO-11050700-001
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
SANTA BARABARA TRAILS COUNCIL
And The
USDA, FOREST SERVICE
LOS PADRES NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Santa Barbara County Trails Council, hereinafter referred to as "SBCTC", and the USDA, Forest Service, Los Padres 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 U.S. Forest Service and the SBCTC have an established and proven close, long term cooperative working relationship supporting and maintaining trails on forest lands. The SBCTC (a non-profit organization) has worked closely with the U.S. Forest Service to conduct frequent and ongoing volunteer trail maintenance projects and assistance with improving hiking trails in the front country areas of Santa Barbara as well as more remote trails wilderness trails.

The Trails Council proposes to restore and maintain a 2.69-mile extension of the historic Santa Barbara County Franklin Trail, primarily onto and across land under the management of the Los Padres National Forest (LPNF). The proposed trail would extend from the existing Santa Barbara County portion of the Franklin Trail to the crest of the Santa Ynez Mountains.

The project would complete the final phase of the restoration of one of Santa Barbara's oldest routes into the backcountry. The trail was completed in 1913 and served as a major point of access to Los Padres National Forest for more than a half century until property owners at the lower part of the trail closed it to public use. Thanks to the efforts of the local Carpinteria community and Santa Barbara County Parks, the lower part of the trail was re-opened in 2013 and then extended to the Los Padres Forest boundary in 2015. The final phase through Los Padres Forest land would open the final section needed to provide access to the crest of the Santa Ynez Mountains and interior parts of the forest.

The proposed project is located immediately behind Carpinteria in Santa Barbara County, California, approximately 3 air miles north of Carpinteria High School (Figure 1-1). The proposed trail would link the existing 5.2-mile portion of the Franklin Trail, managed by Santa Barbara County, with lands under the management of LPNF. The proposed restoration would enhance non-motorized public access to an area of LPNF that is currently inaccessible via any established route and Carpinteria with access to the Forest that has been closed to them since the 1970s.



The Trails Council proposes to construct and maintain this trail at little or no direct cost to the U.S. Forest Service. The Trails Council has obtained grants to fund project construction and environmental review and proposes to provide project funding. The Trails Council also proposes to enter into a separate formal agreement with the U.S. Forest Service to maintain the proposed trail and to open an account dedicated solely to funding future trail maintenance.

The project consists of four phases: 1) Planning and evaluation of environmental impacts (NEPA); 2) Design review and finalization of selected trial route; 3) Construction of the trail; and 4) Long term maintenance of the trail. Financial Plans will be submitted through an Agreement Modification for each phase of the project.

Title: Franklin Trail

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from SBCTC to the U.S. Forest Service to provide funding to cover the expenses of the Los Padres National Forest oversight of the project. This includes providing funding for staff time to review and approve environmental



documents, trail layout and construction, and direction and oversight of maintenance projects for the duration of this agreement.

II. THE SBCTC SHALL:

- A. LEGAL AUTHORITY. SBCTC 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 SBCTC proposes to all necessary funding and resources to construct and maintain this trail at little or no direct cost to the U.S. Forest Service. The SBCTC will reimburse the Los Padres National Forest for all expenses associated with supporting and oversight of this project. The SBCTC will conduct all activities in regards to this project with prior approval, direction and oversight from the Los Padres National Forest.
- E. Perform in accordance with the Phase 1 financial plan. A new financial plan will be created for each subsequent phase and will be made part of this agreement through a project modification. Upon completion and expiration of this agreement the SBCTC will enter into a new agreement with the U.S. Forest Service for long term maintenance of the trail.
- F. Provide written authorization from land owners and jurisdictions for construction of trail segments on non-Forest Service land.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE/REIMBURSABLE BILLING. The U.S. Forest Service shall bill SBCTC 50% as of execution date of agreement 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 of 8% will be assessed.

Billings must be sent to: Santa Barbara Trails Council
650 Ash Ave, Suite B
Carpinteria, CA 93013
Telephone: 805-708-6173
Email: mwilkinson@sbtrails.com



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 SBCTC.

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, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: The Council requests interval billings to occur as follows - The U.S. Forest Service will issue an initial bill for collection for 50% of the estimated costs upon execution of the agreement. Subsequent billings will be issued for 40% of the remaining funds at the halfway point of the project and the remaining 10% of the funding will be billed upon completion of Phase 1.

C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S.

Forest Service Program Manager shall provide SBCTC with a written report that meets SBCTC's specific documentation requirements.

D. Perform in accordance with the Phase 1 financial plan. A new financial plan will be created for each subsequent phase and will be made part of this agreement through a project modification. Upon completion and expiration of this agreement, the Forest Service will enter into a new agreement with the SBCTC for long term maintenance of the trail.

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
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<p>Ray Ford P.O. Box 22352 Santa Barbara, CA 93121 Telephone: 805-886-5776 FAX: Email: ray@sbtrails.org</p>	<p>Mark Wilkinson 650 Ash Ave, Suite B Carpinteria, CA 93013 Telephone: 805-708-6173 FAX: Email: mwilkinson@sbtrails.com</p>
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Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
<p>John "Pancho" Smith 3505 Paradise Rd Santa Barbara, CA 93105 Telephone: 805-967-3481 FAX: 805-967-7312 Email: jsmith03@fs.fed.us</p>	<p>Jeff Bensen 6755 Hollister Ave, Suite 150 Goleta, CA 93117 Telephone: 805-961-5744 FAX: 805-961-5729 Email: jbensen@fs.fed.us</p>
	<p>Karen McWilliams, Grant Management Specialist 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 Email: ktmcwilliams@fs.fed.us</p>

- B. **LIABILITY.** The United States shall not be liable to SBCTC 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 collection agreement, including but not limited to fire suppression costs and damage to any property owned by SBCTC 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 SBCTC, authorized for use for a new agreement by SBCTC, or waived by SBCTC. A DUNS number and registration in the Central Contractor Registry (CCR) by SBCTC may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to SBCTC.
- 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. SBCTC is 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:

"Los Padres National Forest of the U.S. Forest Service, Department of Agriculture, shall oversee the planning, design, construction, and routine and ongoing maintenance of the Franklin Trail in cooperation with the SBCTC."



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

- E. 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).
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or SBCTC from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of SBCTC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of SBCTC's products or activities.
- H. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or SBCTC 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 SBCTC, at SBCTC'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.
- I. COLLABORATION. The U.S. Forest Service and SBCTC 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 SBCTC's participation in the project.
- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SBCTC 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. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- K. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. SBCTC may be granted access to Forest Service facilities and/or computer systems to



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."

- Q. 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 within 60 days after the effective termination date.
- R. DEBARMENT AND SUSPENSION. SBCTC 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 SBCTC 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.
- S. 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.
- T. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of no more than 5 years. The expiration date is the final date for completion of all work activities under this agreement.
- U. 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.



Mark Wilkinson

3/8/2016

MARK WILKINSON, EXECUTIVE DIRECTOR
Santa Barbara Trails Council

Date

Robert A. Baird

3/28/16

ROBERT A. BAIRD, FOREST SUPERVISOR
U.S. Forest Service, Los Padres National Forest

Date

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

Karen McWilliams

Mar 1, 2016

KAREN MCWILLIAMS
U.S. Forest Service Grant 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.

Forest Service Agreement # 16-CO-11050700-001

Cooperator Agreement # FRANKLIN TRAIL

Collection Agreement Financial Plan (Phase 1)

Cooperator and FS Contributions

COST ELEMENTS and related data			Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals			Subtotal	Subtotal	Cooperator Subtotal
PERSONNEL					
Resource Specialists (List all personnel):	# of Days	S/Day			
Asst Forest Rec Officer/Grants & Agmts - Jeff	5.00	\$483.13	\$2,415.65		\$2,415.65
Forest Biologist - Kevin Cooper	2.00	\$523.63	\$1,047.26		\$1,047.26
SBRD Archaeologist - Steve Galbraith	5.00	\$392.28	\$1,961.40		\$1,961.40
SBRD Resource Officer/Biologist - Valerie Hubbartt	5.00	\$387.26	\$1,936.30		\$1,936.30
Forest NEPA Coordinator-Kyle Kinports	2.00	\$409.48	\$818.96		\$818.96
Forest Hydrologist - Kelsha Anderson	2.00	\$342.53	\$685.06		\$685.06
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
Subtotal, Personnel:	21.00		\$8,864.63	\$0.00	\$8,864.63
TRAVEL					
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
From Where/To Where/For Whom					
Vehicle Mileage-staff to project site	0.50	200	\$0.00	\$100.00	\$100.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Travel:	\$0.50	200	\$0.00	\$100.00	\$100.00
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			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$8,964.63	\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here: 8.0%	\$717.17	
Total Party Costs		\$9,681.80	\$0.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
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			\$9,681.80

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