CITY COUNCIL REPORT

Meeting Date: August 18, 2014
General Plan Element: ***Open Space & Recreation***
General Plan Goal: ***Encourage and cooperate with other agencies to preserve and protect regional open space***

ACTION

Approve Resolution No. 9854, authorizing Contract No. 2014-122-COS, Collection Agreement with the USDA, Forest Service, Tonto National Forest.

BACKGROUND

This contract approval implements the Council approval/direction from July 2nd, 2014, where the Council authorized a transfer of up to $30,000 for this project. The contract will assist the Tonto National Forest in expediting the solicitation and awarding of Outfitter-Guide Permits which will benefit Scottsdale tourist and citizens seeking guided tour in the forest areas abutting and near to Scottsdale.

This process is supported by recent actions by both the McDowell Sonoran Preserve Commission (MSPC) and the Tourism and Development Commission (TDC) regarding the status of Commercial Guided Tours – Motorized (Jeep tours) in Scottsdale's McDowell Sonoran Preserve. Additionally the McDowell Sonoran Conservancy (MSC) and the Scottsdale Convention and Visitors Bureau (SCVB) are supporting this approach.

The area around Granite Mountain has been a popular destination for commercial jeep tours for many years since it is relatively easy to get to from the local hotels and resorts. The majority of the land in this area was owned by the Arizona State Land Department (ASLD), until the City acquired much of it in recent years. When under State ownership, the ASLD had granted commercial permits to several jeep tour companies to operate in and around the Granite Mountain area. The City now owns all the lands on which the commercial jeep tour companies were operating.

In January 2013 the City formally notified the jeep tour operators that following the city's 2012/13 acquisition of State Trust Lands, the land they were operating on were now governed by the City's Preserve Ordinance (chapter 21) which prohibits motorized vehicles within the preserve boundaries.

In the spring of 2013, the three existing ASLD Jeep Tour Operators requested that the McDowell Sonoran Preserve Commission and the City Council consider options for allowing Jeep Tours to occur in the Preserve. The City Council authorized staff in June of 2013 to allow a one-year special use permit process which was utilized by four separate jeep tour operators.

Action Taken _____

At the July 2, 2014 City Council meeting, Councilman Robbins made a motion to approve Resolution No. 9824 authorizing a transfer, not to exceed $30,000, from the adopted FY 2014/15 Tourism Development Fund Contingency Budget to be funded from bed tax allocated for Capital Projects, Events/Event Development or Administration/Research, to be used to expedite solicitation and processing of applications for Outfitter-Guide permits in the Mesa/Cave Creek area of the Tonto National Forest and extend the special use permit process for one additional year (2014/15 season) for Commercial Guided Tours – Motorized (Jeep tours) in the McDowell Sonoran Preserve for the four outfitters selected for the 2013/14 season.

RECENT ACTIVITY

Since the City Council approval on July 2nd, staff have been working with the Tonto National Forest to draft a comprehensive contract (TNF calls it a Collection Agreement), which outlines the expectations for the timelines and results of this process to expedited solicitations and awards of Outfitter-Guide Permits.

The Forest Service has indicated that they have available capacity and routes in close proximity to the Preserve to accommodate additional Jeep tours. However in order to access that capacity, they must complete a comprehensive solicitation process that with this contract approval will have completed the evaluation phase by April 2015 and award permits to operators by June 1, 2015.

The Preserve Commission and the Tourism and Development Commission, along with the MSC and SCVB have all supported this approach to allow further investigation of options to find a permanent resolution for Jeep Tours in or near Scottsdale. Both commissions are expected to meet together this Fall to begin a dialogue and review that will include the following investigation of:

1. Restricted use in preserve only
    - Reduce route length- reduce current 3.6 mile loop to 3.0 mile route
    - Staff to review options for additional restrictions on the 2.4 - 3.0 mile route
    - Staff to amend old documents referring to unused/old routes
2. Option to move use into Tonto NF
    - Additional user days available for any qualifying operators (all types, hike, bike, climb, etc.)
    - Over 20,000 user days available (jeeps alone)
    - Different routes/access in the immediate "Cave Creek" and "Scottsdale" area
    -Specifically tie certain user days and/or routes to Scottsdale?
3. Combination of both COS and Tonto options
    - Possible start in Scottsdale - Trailhead? And possible short trail in Preserve
    -Then access the Tonto for continuation of tour (or similar)

Funding Request and Recommendation

Based on the City Council's authorization on July 2nd, a transfer, not to exceed $30,000 from the adopted FY 2014/15 Tourism Development Fund contingency budget is to be funded from bed tax allocated for Capital Projects, Events/event Development or Administration/Research, for this contract to expedite solicitation and processing of applications for Outfitter-Guide permits in the Mesa/Cave Creek Area of the Tonto National Forest.

Estimated Tourism Benefit

As outlined by the SCVB, the proposed agreement would benefit tourism in the following areas:

- Supports the City's "Love of Place" strategies outlined in the five year tourism strategic plan.
- Increased Capacity of the Outfitter/Guide program allows additional outdoor adventure options for tourists and residents.
- Will assist in maintaining jeep tours as an important tourism opportunity.
- Jeep tours allow many visitors the option to directly experience the Sonoran Desert.
- Recent surveys illustrate the importance of the Sonoran Desert setting to visitors.
- Visitors with certain limitations, such as young families, the elderly and those with disabilities or limited time, still have strong interest in experience the Sonoran Desert directly and jeep tours allow them that access.
- Jeep tours offer framed experiences that the strategic plan identifies as important to maintaining Scottsdale's character and cachet.

RESOURCE IMPACTS

Available funding

Funds in the amount of up to $30,000 are available in the FY2014/15 bed tax non-operating budget.

Staffing, Workload Impact

Management of this program would be accomplished with existing staff.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Approve Resolution No. 9854, authorizing Contract No. 2014-122-COS, Cost Share Agreement with the USDA, Forest Service, Tonto National Forest.

Proposed Next Steps

City and Tonto National Forest staff will collaborate on the contract as approved by City Council. The following examples include elements of the agreement:

1. The following tasks will be completed in this process:
   a. September 2014 – December 2014:
      - Research the types of eligible commercial outfitting activities, including areas/routes/trails and amount of use available.
      - Identify areas with higher vs. lower use, and areas that need greater protection within the Tonto National Forest
      - Prepare and write the prospectus / bid document – Including selection criteria
      - Submit bid packages to local stores, groups, and publications.
      - Submit bid packages to proponents who have previously expressed an interest, and to existing permittees.
      - Submit public notice in Newspaper of record.

   b. December 2014 – February 2015:
      - Bid documents are submitted from the public

   c. February 2015 – April 2015:
      - Review submitted bid packages/applications
      - Organize by types of use, areas, etc.
      - Have team review and rank applications with ranking criteria
      - Select successful applicants

   d. May 2015 –June 2015:
      - Complete any additional National Environmental Policy Act (NEPA) compliance needed
      - Issue Outfitter/Guide Permits to successful applicants no later than June 1, 2015

RESPONSIBLE DEPARTMENT(S)

Preserve, Tourism and Financial Services

STAFF CONTACTS (S)

Kroy Ekblaw, Preserve Director, kekblaw@scottsdaleaz.gov
Bill Murphy, Director, Community Services, bmurphy@scottsdalaz.gov
Paul Katsenes, Director, Community & Economic Development, pkatsenes@scottsdaleaz.gov
Steve Geiogamah, Economic Development Manager, Tourism, sgeiogamah@scottsdaleaz.gov

APPROVED BY

Kroy S. Ekblaw, Preserve Director — Date: 8/5/14
(480) 312-7064, kekblaw@scottsdaleaz.gov

Bill Murphy, Director, Community Services — Date: 8/6/14
(480) 312-7954, bmurphy@scottsdaleaz.gov

Paul Katsenes, Director, Community & Economic Development — Date: 8-6-14
(480) 312-2890 pkatsenes@scottsdaleaz.gov

Jeffery M. Nichols, City Treasurer — Date: 8/5/14
(480) 312-2364, jenichols@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 9854

2. Contract No. 2014-122-COS

RESOLUTION NO. 9854

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT No. 2014-122-COS FOR THE PURCHASE OF ENTERING INTO A COST SHARING AGREEMENT WITH THE USDA, FOREST SERVICE.

WHEREAS, under Article 1, Section 3.1 of the Scottsdale City Charter, the City is authorized to enter into agreements with other governmental entities; and

WHEREAS, Agreement number 2014-122-COS implements the Council's direction at its July 2, 2014 meeting where the Council authorized an expenditure of up to $30,000 to expedite the solicitation and processing of outfitter/guide permits in the Mesa/Cave Creek area of the Tonto National Forest.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor, W. J. "Jim" Lane is authorized to execute on behalf of the City of Scottsdale the Cost Sharing Agreement Contract No. 2014-122-COS.

Section 2. That the Mayor, the city manager or their designees are authorized to approve and execute such other documents as are necessary to carry out the purpose of Contract No. 2014-122-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this _____ day of _____, 2014.

CITY OF SCOTTSDALE,
An Arizona municipal corporation

_____
W. J. "Jim" Lane, Mayor

ATTEST:

_____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
Bruce Washburn, City Attorney
By: Joe Padilla, Assistant City Attorney

ATTACHMENT 1

USDA Forest Service

OMB 0596-0217
FS-1500-20

Grants & Agreements Cover Sheet[A1]

Cooperators, when completing this form, provide information for the green shaded areas only. When completed, provide to the Forest Service program manager that is working with you on the proposed project.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and provide entire package to appropriate G&A staff using the local proposal submission process.

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

Unit Area (Region/Station) 0312[A2]

Person submitting request: Rebecca Hoffman
Acting Public Services Program Manager
2324 E McDowell Road
Phoenix, AZ 85006
[A3]
Email Address: rchoffman@fs.fed.us[A4]
Telephone Number: 602-225-5257[A5]

I-Web Proposal ID No.	
Expected/Desired Start Date (for workload prioritization)	
Job Code and Funding Amount	$30,000.00
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: • 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... • Certification Regarding Lobbying (FS $ over $100K) • Cooperator delegation of signing authority • Non-Competition Justification Letter (if over $75,000 and not competed)	Attached ☒

ATTACHMENT 2

• 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 **OR** **For All Other Agreements, Please Attach:** • Draft G&A template • Statement of Work which describes proposed project • Draft financial plan, when required **OR** **For All Modifications, Please Attach:** • Draft Modification template • Statement of Work, if applicable • Financial Plan, if applicable	
For a Modification, Provide the Forest Service Agreement No.	
Cooperator's/Organization's Legal Name	City of Scottsdale
Cooperator Current Contact Name, Telephone No., and E-mail	Bill Murphy Community Services Director 480-312-7954 bmurphy@scottsdaleaz.gov
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	7447 E. Indian School Road, Suite 300 Scottsdale, AZ 85251-3951 Maricopa County Congressional Districts 6 & 9
Provide County Name(s) Where Project Activities Take Place	Maricopa County
Cooperator Tax ID No.	86-6000735 [A6]
Cooperator DUNS Number	074465238 [A7]
CCR Registered: "Yes" or "No" [A8] If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: ☒ No: ☐
For Interagency Agreements Only: Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-Employee Identity System (NEIS): 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: ☐ No: ☒

USDA Forest Service

OMB 0596-0217
FS-1500-20

Project Title & Brief Description	Outfitter/Guide Prospectus Agreement[A9]
FS Program Manager Name and Email	Rebecca Hoffman, rchoffman@fs.fed.us
FS Budget Approver Name and Email	Virginia L. Olsen, vlolsen@fs.fed.us
FS Administrative Contact Name and Email	Sherry J. Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	NEIL J. BOSWORTH, Forest Supervisor

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 5 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) 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.

FS Agreement No. 14-CO-11031200-033
Cooperator Agreement No. 2014-122-COS

COLLECTION AGREEMENT
Between The
THE CITY OF SCOTTSDALE, ARIZONA, A MUNICIPAL CORPORATION
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the City of Scottsdale, Arizona, a municipal corporation, hereinafter referred to as "The City", 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), and Article One, Section 3.1 of the Scottsdale City Charter. .

Background: The City and the U.S. Forest Service desire to increase the capacity of outfitters/guides operating within the Tonto National Forest. In order to achieve this increased capacity the U.S. Forest Service is required by law to complete a prospectus to solicit user applications. With the limited resources of the U.S. Forest Service the solicitation process could take up to 24 months. The City is desirous of providing financing as set forth herein in order to reduce the solicitation process timeline.

Title: Outfitter/Guide Prospectus Agreement

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 complete an Outfitter/Guide Prospectus and select new permittees to fully utilize the available use on the Tonto National Forest and accommodate increased operations of outfitters/ guides. These activities will occur near The City's preserve and would support the City's love of place strategies outlined in its five year tourism strategic plan.

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. The City, under the authority of Article One, Section 3.1 of the Scottsdale City Charter, shall contribute $30,000.00 for the cost of implementing a complete prospectus and solicitation process for Outfitters/ Guides operating in the Tonto National Forest. The City shall make 3 advance payments to assist with the services outlined in the following sections.

III. THE U.S. FOREST SERVICE SHALL:

A. ADVANCE BILLING. 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 as per the attached Financial Plan **(Exhibit A)**. Overhead is assessed at the rate of 8 percent.

Billing Method: Scheduled billings:
September 1, 2014 - $10,000
November 1, 2014 - $10,000
February 1, 2015 - $10,000

B. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. 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: **Provide a listing of itemized expenses with the 2nd and 3rd advance billing for the prior period of work.**

C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide The City with a written report that meets The City's specific documentation requirements with 2nd and 3rd advance billing

D. Perform in accordance with the attached Financial Plan.

E. Develop an Outfitter/Guide prospectus, solicit bids from interested parties, review and rank submitted applications, select successful applicants, and issue new Outfitter/Guide permits.

1. The following tasks will be completed in this process:
   a. September 2014 – December 2014:
      - Research the types of eligible commercial outfitting activities, including areas/routes/trails and amount of use available.
      - Identify areas with higher vs. lower use, and areas that need greater protection within the Tonto National Forest

- Prepare and write the prospectus / bid document – Including selection criteria
- Submit bid packages to local stores, groups, and publications.
- Submit bid packages to proponents who have previously expressed an interest, and to existing permittees.
- Submit public notice in Newspaper of record.

b. December 2014 – February 2015:
- Bid documents are submitted from the public

c. February 2015 – April 2015:
- Review submitted bid packages/applications
- Organize by types of use, areas, etc.
- Have team review and rank applications with ranking criteria
- Select successful applicants

d. May 2015 – June 2015:
- Complete any additional National Environmental Policy Act (NEPA) compliance needed
- Issue Outfitter/Guide Permits to successful applicants no later than June 1, 2015.

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
Name: Bill Murphy Address: City of Scottsdale Community Services Director 7447 E Indian School Road City, State, Zip: Scottsdale, AZ 85251 Telephone: 480-312-7954 Email: bmurphy@scottsdaleaz.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Rebecca Hoffman	Name: Sherry Smith
Address: 2324 E. McDowell Road	Address: 2324 E. McDowell Road
City, State, Zip: Phoenix, AZ 85006	City, State, Zip: Phoenix, AZ 85006
Telephone: 602-225-5257	Telephone: 602-225-5383
FAX: 602-225-5295	FAX: 602-225-5361
Email: rchoffman@fs.fed.us	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 The City, authorized for use for a new agreement by The City, or waived by The City. A DUNS number and registration in the System for Award Management (SAM.gov) 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 Recreation Special Uses Program of the U.S. Forest Service, Department of Agriculture, Tonto National Forest."

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

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. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City 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.

J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

K. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes 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. 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.

L. 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.

M. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands

reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City 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 of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). 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."***

O. 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.

P. 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.

Q. 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.

R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of December 31, 2015. The expiration date is the final date for completion of all work activities under this agreement.

S. 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.

BILL MURPHY, Community Services Director — Date
City of Scottsdale

CITY OF SCOTTSDALE, an Arizona municipal corporation

ATTEST:

W.J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Joseph Padilla, Senior Assistant City Attorney

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

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

SHERRY J. SMITH — Date
U.S. Forest Service Grants Management 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).

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Forest Service Agreement # 14-CO-11031200-033 Cooperator Agreement # 2014-122-COS

Collection Agreement Financial Plan Exhibit A.

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):		# of Days	$/Day			
Lands/SU Program Manager - GS 12		13.00	$409.56	$5,324.28	10,000.00	$15,324.28
Recreation Specialist - GS 11		50.00	$310.96	$15,548.00	5,000.00	$20,548.00
Rec Staff - GS 11		5.00	$310.96	$1,554.80	600.00	$2,154.80
Resource Assistant - GS-7		1.00	$199.66	$199.66	1,000.00	$1,199.66
GIS - GS-12		3.00	$372.08	$1,116.24	400.00	$1,516.24
Public Affairs Specialist - GS-12		2.00	$480.00	$960.00	400.00	$1,360.00
Customer Service Representative - GS-5		1.00	$200.86	$200.86	600.00	$800.86
Subtotal, Personnel:		75.00		$24,903.84	$18,000.00	$42,903.84
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
Recreation Specialist Travel/Per Diem	400.00	1	$1,603.94	$2,003.94		$2,003.94
Travel to sites/areas and meetings	74.00	5		$370.00		$370.00
Subtotal, Travel:	$474.00	6	$1,603.94	$2,373.94	$0.00	$2,373.94
1604.69						
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			
Legal Notice		$150	2	$300.00	$150.00	$450.00
Copies, Posting Notices, Mailing bid requests		$5	40	$200.00	$100.00	$300.00
					$0.00	$0.00
Subtotal, Supplies:		$155.00	42	$500.00	$250.00	$750.00

CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
Subtotal, Contractual:			$0.00	$0.00	$0.00
OTHER				
Describe Other Costs of the Project:				
Subtotal, Other:			$0.00	$0.00	$0.00
TOTAL DIRECT CHARGES			**$27,777.78**	**$18,250.00**	**$46,027.78**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	8.0%	$2,222.22		
Total Party Costs			**$30,000.00**	**$18,250.00**	**$48,250.00**
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					**$48,250.00**

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 0596-0217. 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.

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