

FS Agreement No. 23-CO-11031000-006Cooperator Agreement No. AGR23-911

COLLECTION AGREEMENT
Between The
INCORPORATED COUNTY OF LOS ALAMOS
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
SANTA FE NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Incorporated County of Los Alamos, a New Mexico incorporated county, hereinafter referred to as “the County”, and the United States Department of Agriculture (USDA), Forest Service, Santa Fe 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.

Background: This instrument provides a framework for cooperation between the County and the U.S. Forest Service to work together to perform work necessary to convey to the County up to six parcels of land, as authorized in the Los Alamos Agreement dated January 22, 2004. The Los Alamos Agreement was incorporated in the Pueblo de San Ildefonso Claims Settlement Act of 2005 [P.L. 109-286]. By signing this Agreement, the County accepts responsibility for all actual costs of performing the work outlined in this agreement, in accordance with sections 4a and 9 of the Los Alamos Agreement.

Title: The Los Alamos Townsite Lands Conveyance Project

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the County to the U.S. Forest Service to cover expenses incurred by the U.S. Forest Service in completing the necessary tasks to convey up to six parcels of land to the County. Those tasks are outlined in attachment A, Scope of Work, and include consultation between the County, State Historic Preservation Officer (SHPO) and the affected Pueblos; the development of the required Memorandum of Understanding with the affected Pueblos; oversight of the archeological survey and preparation of the Inventory Standards and Assessment (IS&A) report for the SHPO; review of the County provided boundary survey and plats, threatened and endangered species analysis, floodplain/water rights/wetland report, and minerals report; completion of an appraisal; and completion of an environmental site assessment.

II. THE COUNTY SHALL:

A. LEGAL AUTHORITY. The 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, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Secure the services of qualified professionals to prepare the following required surveys, analysis, and reports:
 - 1. HAZMAT surveys
 - 2. Mineral reports.
 - 3. Threatened and endangered species analysis.
 - 4. Wetland, floodplain, and water rights reports.
 - 5. Boundary surveys and reports.
 - 6. Archaeological survey and IS&A report, completed by a Santa Fe National Forest approved archaeologist operating under a current special use authorization.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to the County for this agreement is \$208,111.43. The U.S. Forest Service shall bill \$208,111.43 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 13 percent. Billing Method: A single lump sum advance bill.

Billings must be sent to:

Philo Shelton
Utility Manager
Incorporated County of Los Alamos
1000 Central Ave., Suite 130
Los Alamos, NM 87544

- B. Perform in accordance with the attached Financial Plan.
- C. Complete the following requirements of the National Historic Preservation Act and National Environmental Policy Act.
 - 1. Initiate and lead consultation between the County, the Santa Fe National Forest, the SHPO, and the affected Pueblos culminating in the development of a Memorandum of Understanding.
- D. Prepare and Review Required Reports, Procure Appraisals, Processing



1. Provide specifications for and then review of archaeological surveys and reports.
2. Review HAZMAT surveys and reports.
3. Review mineral surveys and reports.
4. Review floodplain/wetlands and water rights reports.
5. Review threatened and endangered species analysis.
6. Review boundary surveys.
7. Procure appraisals.
8. Prepare legal description verifications.
9. Process documents for conveyance.
10. Complete an environmental site assessment.

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: Philo Shelton Utility Manager Address: 1000 Central Ave., Suite 130 City, State, Zip: Los Alamos, NM 87544 Telephone: (505) 662-8148 Email: philo.shelton@lacnm.us	Name: Steven Lynne County Manager Address: 1000 Central Ave., Suite 350 City, State, Zip: Los Alamos, NM 87544 Telephone: (505) 663-1750 Email: lacmanager@lacnm.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Bjorn Fredrickson Support Services Staff Officer Address: 11 Forest Lane City, State, Zip: Santa Fe, NM 87508 Telephone: (505) 438-5350 Email: bjorn.fredrickson@usda.gov	Name: Tammi Banks Grants Management Specialist Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque, NM 87102 Telephone: (602) 225-5383 Email: tammi.banks@usda.gov

- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to The County 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 agreement, including but not limited to damage to any property owned by The County 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 the County, authorized for use for a new agreement by the County, or waived by the County. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by the County may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the County.
- D. 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.
- 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). 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).
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- H. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the 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 the County, at the 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.

- I. 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.

- J. DEBARMENT AND SUSPENSION. The 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 the 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.
- K. 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 90 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.
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through five years from the date of the last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. 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.

STEVEN LYNNE, County Manager
Incorporated County of Los Alamos

Date

JAMES DURAN, Acting Forest Supervisor
U.S. Forest Service, Santa Fe National Forest

Date



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

TAMMI BANKS Digitally signed by TAMMI BANKS
Date: 2022.10.20 11:01:00 -07'00'

TAMMI BANKS (23-CO-11031000-006)
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.

Attachment A

Statement of Work: Los Alamos Townsite Land Conveyance

Agency/Location: US Forest Service, Southwestern Region, Santa Fe National Forest

Cooperator: Incorporated County of Los Alamos

General Project Description: Pursuant to the Pueblo de San Ildefonso Claims Settlement Act of 2005 [P.L. 109-286], the Santa Fe National Forest agreed to convey to Los Alamos County up to six parcels of land located in Los Alamos Canyon. To complete this legislatively directed conveyance of land to Los Alamos County the Forest Service must first address adverse effects related to conveying they land, given that the lands are traditional cultural properties (TCP) for multiple tribes, upon completion of that work the tasks involved in the real estate transaction would commence. Below is an outline of the steps associated with the conveyance of this land, who the responsible party will be, and a target completion date for each task.

US Forest Service	Task	Target Completion Date
	Initiate tribal consultation	FY23
	Develop MOU with affected tribes and advisory council to mitigate adverse effects under NHPA.	FY23-24
	Provide specifications for archaeological surveys and reports.	FY23
	Review boundary survey of affected parcels contracted by the county	FY24
	Review of the mineral, HAZMAT, threatened and endangered species, water rights, archaeological surveys, and floodplain/wetland reports, and NEPA analysis related to conveyance of parcels.	FY25
	Initiate real estate actions needed to convey parcel	FY24
	Obtain appraisal for affected parcels	FY25
	Complete an environmental site assessment	FY25
	Complete an environmental site assessment Finalize real estate action needed to convey parcels to county	FY26
The County	Complete and provide to the Forest Service archaeological surveys and reports, threatened and endangered species analysis, water rights report, mineral report, HAZMAT report, and	FY23 and FY24

	floodplain/wetland report, as well as a NEPA analysis related to conveyance of parcels.	
	Obtain boundary survey of affected parcels to Forest Service standards	FY23
	Review draft real estate documentation necessary for conveyance	FY24
	Review appraisals	FY25
	Review final real estate documents to finalize conveyance	FY26

Forest Service Contact: Leah Hurley, Lands and Special Uses Program Manager, Santa Fe National Forest, 505-551-2294, leah.hurley@usda.gov

Los Alamos County Contact: Steven Lynne, Los Alamos County Manager, 505-663-1750, lacmanager@lacnm.us

Forest Service Agreement # 23-CO-11031000-006

Cooperator Agreement # AGR23-911

Collection Agreement Financial Plan**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			
Licensed Land Surveyor	10.00	\$465.00	\$4,650.00		\$4,650.00
Zone Realty Lead	25.00	\$597.18	\$14,929.50		\$14,929.50
Zone Realty Specialist	57.00	\$465.00	\$26,505.00		\$26,505.00
Regional Appraiser	30.00	\$746.85	\$22,405.50		\$22,405.50
NEPA Coordinator	5.00	\$465.00	\$2,325.00		\$2,325.00
Forest Archaeologist	20.00	\$393.10	\$7,862.00		\$7,862.00
District Archaeologist	20.00	\$396.44	\$7,928.80		\$7,928.80
Wildlife Biologist	2.00	\$350.00	\$700.00		\$700.00
Hydrologist	2.00	\$365.24	\$730.48		\$730.48
Recreation Specialist	1.00	\$438.32	\$438.32		\$438.32
District Ranger	1.00	\$478.47	\$478.47		\$478.47
Public Services Staff Officer	5.00	\$490.66	\$2,453.30		\$2,453.30
Geologist	1.00	\$350.00	\$350.00		\$350.00
Forest Lands Staff	5.00	\$365.61	\$1,828.05		\$1,828.05
Subtotal, Personnel:	184.00		\$93,584.42	\$0.00	\$93,584.42
TRAVEL					
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
From Where/To Where/For Whom					
Albuquerque to Project Locations	105.33	3		\$315.99	\$315.99
Santa Fe to Project Locations	53.80	5		\$269.00	\$269.00
				\$0.00	\$0.00
Subtotal, Travel:	\$159.13	8	\$0.00	\$584.99	\$584.99

CONTRACTUAL				
Describe Contracts that will most likely result from this project:				
Land Appraisals		\$90,000.00		\$90,000.00
				\$0.00
				\$0.00
Subtotal, Contractual:		\$90,000.00	\$0.00	\$90,000.00
TOTAL DIRECT CHARGES		\$184,169.41	\$0.00	\$184,169.41
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	13.0%	\$23,942.02	
Total Party Costs		\$208,111.43	\$0.00	\$208,111.43
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				\$208,111.43

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