

**PUBLIC WORKS MEMORANDUM**  
**#33-2021**

**DATE:** Aug. 23, 2021

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager *hmg*

**FROM:** Kent Kisselman PE, Director of Public Works *FKK*  
Tamara Moon, Environmental Manager

**SUBJECT:** CR-84 – United States Forest Service Wildfire Mitigation Agreement

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**PURPOSE**

To consider CR-84, a resolution approving a Collection Agreement between the United States Forest Service (USFS) and City of Northglenn for wildfire mitigation work.

**BACKGROUND**

In recent years, wildfires in Colorado have had substantial impacts on water supplies. Debris, ash and sediment pose a threat to water availability and water quality during and after a wildfire. Managing forests within watersheds used for municipal water supplies is an important first step to protecting water supplies during wildfires.

Northglenn's water supply originates in the Clear Creek basin. This basin has yet to experience wildfire but to help mitigate the risk of substantial impacts to the City's water supply in the event of a wildfire, staff has worked with the USFS to develop an agreement that would allow the City to provide funds to the USFS for completing wildfire mitigation work within the Clear Creek basin. Even though such work is the responsibility of the USFS, without the additional funds USFS might not be able to provide this necessary service.

Work to be performed by the USFS on behalf of the City of Northglenn will include timber and vegetation management, as well as erosion control measures.

**BUDGET/TIME IMPLICATIONS**

The cost for wildfire mitigation is \$10,000. The USFS has five years to use it. Funding is available in the Water Fund for 2021.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-84, a resolution that, if approved, would authorize the City Manager to execute the agreement between the City and the United States Forest Service for wildfire mitigation activities.

**STAFF REFERENCE**

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org) or 303.450.4005.

CR-84 – United States Forest Service Wildfire Mitigation Agreement  
Collection Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-84  
Series of 2021

\_\_\_\_\_  
Series of 2021

A RESOLUTION APPROVING A COLLECTION AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, U.S. FOREST SERVICE FOR WILDFIRE MITIGATION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Collection Agreement between the City of Northglenn and the United States Department of Agriculture, U.S. Forest Service, attached hereto, in an amount not to exceed \$10,000.00 for wildfire mitigation services is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

FS Agreement No. 21-CO-11021000-029

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**CITY OF NORTHGLENN**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**ARAPAHO AND ROOSEVELT NATIONAL FORESTS AND PAWNEE NATIONAL**  
**GRASSLAND**

This COLLECTION AGREEMENT is hereby entered into by and between the City of Northglenn, hereinafter referred to as “Northglenn”, and the United States Department of Agriculture (USDA), Forest Service, Arapaho and Roosevelt National Forests and Pawnee National Grassland, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Cooperative Funds Act of June 30, 1914, as amended (16 USC 498) which authorizes the Forest Service to collect funds from cooperators to perform work that’s the responsibility of the Forest Service.

Background: Through partnerships and collaboratives the Forest Service is strategizing a response to the substantial increasing threat of wildfire size and severity along the Northern Colorado Front Range. These efforts require cross-boundary analysis, planning, and implementation. Water Providers who rely on healthy watersheds are supporting watershed resiliency projects and finding opportunities to invest in sustainable source water. The Forest Service has shelf ready projects that are located in high priority areas within the Clear Creek Watershed. Initial investments into these projects is expected to not only support current efforts but more importantly intended to develop a exponential cross-boundary effort to provide sustainable clean water.

Title: Northglenn Source Water Resiliency

**I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Northglenn to the U.S. Forest Service to support the collective interests of watershed protection and resiliency.

**II. THE Cooperator SHALL:**

A. LEGAL AUTHORITY. Northglenn 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 Forest Service will utilize deposit(s) to assist in payment for the implementation of contracts that facilitate the completion of fuels reduction and landscape restoration work within priority areas as agreed to within the Clear Creek Watershed.
- E. The Forest Service will provide information including but not limited to maps, cost and accomplishment data and presentation material to help convey the importance of and benefits of watershed resiliency projects and the collective strategy to decrease negative wildfire impacts.

### III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to Northglenn for this agreement is \$10,000. The U.S. Forest Service shall bill Northglenn prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead rate is assessed at 12% in accordance with 2020 policy letter.

Billing Method: Single Lump Sum Advanced Bill

Billing must be sent to:

Shelley Stanley (Water Quality Coordinator)
<a href="mailto:sstanley@northglenn.org">sstanley@northglenn.org</a> (303-450-4067)
City of Northglenn
12301 Claude Court
Northglenn, CO 80234

- B. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide Northglenn with a written report that meets the City of Northglenn’s specific documentation requirements.
- C. Perform in accordance with the attached Financial Plan.
- D. The Forest Service will utilize deposit(s) to assist in payment for the implementation of contracts that facilitate the completion of fuels reduction and landscape restoration work within priority areas as agreed to within the Clear Creek Watershed.
- E. The Forest Service will provide information including but not limited to maps, cost and accomplishment data and presentation material to help convey the importance of and benefits of watershed resiliency projects and the collective strategy to decrease negative wildfire impacts.

**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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Shelley Stanley Water Quality Coordinator City of Northglenn 12301 Claude Court Northglenn, CO 80234 Telephone: 303-450-4067 Email: <a href="mailto:sstanley@northglenn.org">sstanley@northglenn.org</a>	Tami Moon Environmental Manager City of Northglenn 12301 Claude Court Northglenn, CO 80234 Telephone: 303.450.4070 Email: <a href="mailto:tmoon@northglenn.org">tmoon@northglenn.org</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
James A. White 2150 Centre Ave., Building E Fort Collins, CO 80526 Telephone: 970-420-2726 Email: <a href="mailto:james.a.white@usda.gov">james.a.white@usda.gov</a>	Sara Wolf 2840 Kachina Drive Pueblo, CO 81008 Telephone: 719-553-1432 Email: <a href="mailto:sara.wolf@usda.gov">sara.wolf@usda.gov</a>

- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to Northglenn 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 Northglenn 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 Northglenn, authorized for use for a new agreement by Northglenn, or waived by Northglenn. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by Northglenn may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to Northglenn.
- 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. Northglenn 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 Arapaho and Roosevelt National Forests and Pawnee National Grassland  
of the U.S. Forest Service, Department of Agriculture"

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

- E. 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.
- F. 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).

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Northglenn from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Northglenn's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Northglenn's products or activities.
- I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Northglenn 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 Northglenn, at Northglenn'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.



- J. COLLABORATION. The U.S. Forest Service and Northglenn 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 Northglenn's participation in the project.
- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Northglenn 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 Forest Service Arapaho and Roosevelt National Forests and Pawnee National Grassland to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Arapaho and Roosevelt National Forests and Pawnee National Grassland will notify Northglenn when permission is granted.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Northglenn shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. PROPERTY IMPROVEMENTS. Improvements placed by Northglenn on National Forest System land at the direction or with the approval of the U.S. Forest Service become 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 of a similar nature. No part of this agreement entitles Northglenn to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- N. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with Northglenn's contributions shall become the property of the U.S. Forest Service.
- O. 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.
- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Northglenn shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***

**To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- 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.
- R. DEBARMENT AND SUSPENSION. Northglenn 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 Northglenn 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- T. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through June 30, 2026 at which time it will expire. 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.





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HEATHER GEYER, City Manager  
City of Northglenn  
11701 Community Center Drive  
Northglenn, CO 80233

Date

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MONTE WILLIAMS, Forest Supervisor  
U.S. Forest Service, Arapaho and Roosevelt NFs and  
Pawnee National Grassland  
2150 Centre Ave., Building E  
Fort Collins, CO 80526-8119

Date

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

7/16/2021

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JOHN HEFNER,  
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.

Forest Service Agreement # 21-CO-11021000-029

Cooperator Agreement #

**Collection Agreement Financial Plan****Cooperator and FS Contributions**

<b>COST ELEMENTS and related data</b>				<b>Cooperator Contribution</b>	<b>FS Non-Cash Contribution</b>	
<b>Line Item Cost Subtotals</b>				<b>Subtotal</b>	<b>Subtotal</b>	<b>Combined Subtotals</b>
<b>PERSONNEL</b>						
<b>Resource Specialists (List all personnel):</b>	<b># of Days</b>	<b>\$/Day</b>				
<b>Subtotal, Personnel:</b>	<b>0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>TRAVEL</b>						
<b>Explanation of trips:</b> From Where/To Where/For Whom	<b>Vehicle Mileage Cost or Airfare Cost</b>	<b># of Trips</b>	<b>PerDiem and Lodging</b>			
<b>Subtotal, Travel:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EQUIPMENT</b>						
<b>Name and Type of Equipment:</b>	<b>Unit Cost</b>	<b>Quantity</b>				
<b>Subtotal, Equipment:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SUPPLIES</b>						
<b>Name and Type of Supplies:</b>	<b>Unit Cost</b>	<b>Quantity</b>				
<b>Subtotal, Supplies:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CONTRACTUAL</b>						
<b>Describe Contracts that will most likely result from this project:</b>						
Agency Priority 2021 SZ Manual Treatment Contract				\$8,928.57		\$8,928.57
<b>Subtotal, Contractual:</b>				<b>\$8,928.57</b>	<b>\$0.00</b>	<b>\$8,928.57</b>
<b>OTHER</b>						
<b>Describe Other Costs of the Project:</b>						
<b>Subtotal, Other:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>				<b>\$8,928.57</b>	<b>\$0.00</b>	<b>\$8,928.57</b>

<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	12.0%	\$1,071.43		
<b>Total Party Costs</b>			\$10,000.00	\$0.00	\$10,000.00
<b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>			<b>Cooperator Contribution</b>		
<b>TOTAL CHARGES</b>			\$0.00		
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>		\$0.00		
<b>Total Pass-Through Costs</b>			\$0.00		
<b>TOTAL PROJECT COSTS</b>				\$10,000.00	

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 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.

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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