



USDA, Forest Service

OMB 0596-0217
FS-1500-11

FS Agreement No. 17-CO-11060600-003

Cooperator Agreement No. 30005625

COLLECTION AGREEMENT
Between The
CITY OF PORTLAND WATER BUREAU
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
MOUNT HOOD NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the City of Portland Water Bureau, hereinafter referred to as "the Bureau", and the United States Department of Agriculture (USDA), Forest Service, Mount Hood 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 City of Portland Water Bureau have a longstanding relationship in the Bull Run Watershed. The Bull Run Watershed is the City of Portland's source for drinking water and is located on the NW edge of the Mt. Hood National Forest. Hickman Butte Lookout is located in the Bull Run Watershed and the Bureau desires that the lookout be fully staffed so as to provide protection services to the watershed. Since 2007, the Bureau and the U.S. Forest Service have jointly contributed and cooperated in the staffing of the lookout. By staffing the Hickman Butte Lookout, both parties mutually benefit in that fire surveillance is occurring both within the watershed and in lands which surround the watershed. Early fire detection helps protect natural resources and the water supply for the City of Portland.

Title: Hickman Butte Lookout Services

- I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from the Bureau to the U.S. Forest Service to provide lookout services at Hickman Butte Lookout tower. The fire lookout services include the detection and reporting of smokes or fires, monitoring of radio traffic and acting as a relay, performing weather data collection and observation for the Bull Run Management Unit and adjacent lands, and performing minor facility maintenance at the Lookout. Services shall be accomplished through a contract by the U.S. Forest Service or by U.S. Forest Service staffing.

II. THE Bureau SHALL:

- A. LEGAL AUTHORITY.** The Bureau 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. Annually provide \$13,500.00 for costs associated with Lookout staffing.
- E. Nothing in the agreement precludes the Bureau from contributing additional funds for additional maintenance and repair costs, above what is identified in the agreement, when requested by the U.S. Forest Service and in the interest of both parties. The Bureau shall coordinate with the Bureau's Chief Engineer and the U.S. Forest Service prior to any maintenance activities.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total annual cost liability to the Bureau for this agreement is \$13,500.00 for a period of five years for a total of \$67,500.00. The U.S. Forest Service shall bill the Bureau prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: Scheduled Billing:

- 1) First billing of \$13,500.00 for fiscal year 2017 will be on final signature of this document
- 2) Second billing of \$13,500.00 for fiscal year 2018 will be on April 1, 2018
- 3) Third billing of \$13,500.00 for fiscal year 2019 will be on April 1, 2019
- 4) Forth billing of \$13,500.00 for fiscal year 2020 will be on April 1, 2020
- 5) Fifth billing of \$13,500.00 for fiscal year 2021 will be on April 1, 2021

Billings must include the Cooperator's Agreement Number, Cooperator's Program Manager and be sent electronically to:

wbaps@portlandoregon.gov
City of Portland Water Bureau
1120 SW 5 th Ave
Portland, OR 97204

- B. Perform in accordance with the attached Financial Plan.
- C. SPECIAL BILLING REQUIRMENTS – Program Documentation. The U.S. Forest Service shall provide the Bureau with a written report that meets the Bureau's specific documentation requirements.



- D. Provide funds to cover the balance of Lookout staffing and contribute \$1,500.00 annually to maintenance costs. Any additional staffing cost beyond those identified under this agreement shall be borne by the U.S. Forest Service.
- E. Provide a financial report to the Bureau at the end of each fire season. The report will document the total amount paid to staff the Lookout, the Bureau's share of the costs and the U.S. Forest Service's share of the costs. The report will also document the costs for equipment and materials associated with minor maintenance work. The annual financial report will be provided within three weeks of the date that the Contractor's final invoice is paid or by November 15 if the U.S. Forest Service is staffing the Lookout.
- F. Provide on an annual basis, lookout services at Hickman Butte for fire surveillance in the Bull Run Watershed and surrounding lands. Either a contract or U.S. Forest Service personnel may provide lookout services.
- G. Nothing in this agreement precludes the U.S. Forest Service from requesting additional funds from the Bureau to pay for additional maintenance costs, above what is identified in the agreement when in the interest of both parties.

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
Liane Davis City of Portland Water Bureau 1120 SW 5 th Avenue, Room 600 Portland, OR 97204-1926 Telephone: 503-823-7487 FAX: 503-823-7024 Email: liane.davis@portlandoregon.gov	Corrina Rodriguez City of Portland Water Bureau 1120 SW 5 th Avenue, Room 600 Portland, OR 97204-1926 Telephone: 503-823-7550 FAX: 503-823-9407 Email: Corrina.Rodriguez@portlandoregon.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Dirk Shupe Mount Hood National Forest 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1755 FAX: Email: dshupe@fs.fed.us	Anne Doolin 501 E 5 th #404 Vancouver, WA 98661 Telephone: 360-891-5168 FAX: Email: adoolin@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 Bureau, authorized for use for a new agreement by the Bureau, or waived by the Bureau. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by the Bureau may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the Bureau.

C. 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.

D. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Bureau from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of the Bureau's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Bureau's products or activities.

G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Bureau 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 Bureau, at the Bureau'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. PROPERTY IMPROVEMENTS. Improvements placed by The Bureau 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 The Bureau to any



interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

- I. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Bureau's contributions shall become the property of the U.S. Forest Service.
- J. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- K. DEBARMENT AND SUSPENSION. The Bureau 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 Bureau or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- L. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective for five years from date of last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- N. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



USDA, Forest Service

OMB 0596-0217
FS-1500-11

Michael Stuh
Michael Stuh, P.E., Administrator
City of Portland Water Bureau

12/20/16
Date

LISA NORTHROP, Forest Supervisor
U.S. Forest Service, Mt. Hood National Forest

Date

The authority and format of this agreement (17-CO-11060600-003) have been reviewed and approved for signature.

Kristen Bowles
KRISTEN BOWLES
U.S. Forest Service Grants Management Specialist

12/7/16
Date

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY *12/14/16*

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

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
Lookout Services	\$13,500.00		\$13,500.00
			\$0.00
Lookout Services		\$3,500.00	\$3,500.00
Subtotal, Contractual:	\$13,500.00	\$3,500.00	\$17,000.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$13,500.00	\$5,000.00	\$18,500.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	\$0.00
			\$13,500.00
			\$5,000.00
			\$18,500.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES		\$18,500.00	
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	\$0.00
Total Pass-Through Costs	\$18,500.00		
TOTAL PROJECT COSTS Per Year			\$18,500.00

Burden Statement

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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 # 17-CO-11060600-003

Cooperator Agreement # 30005625

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

COST ELEMENTS and related data				Cooperator Contribution	FS Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):	# of Days	\$/Day				
If USFS staffs Hickman Butte Lookout, New financial will be developed to reflect this change			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
Subtotal, Personnel:	0.00		\$0.00	\$0.00		\$0.00
TRAVEL						
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
From Where/To Where/For Whom						
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
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	\$0.00
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
Misc. materials/supplies for Lookout maintenance			\$0.00	\$1,500.00		\$1,500.00
			\$0.00			\$0.00
				\$0.00		\$0.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$1,500.00		\$1,500.00