



USDA, Forest Service

OMB 0596-0217  
FS-1500-11FS Agreement No. 12-CO-11060600-004  
Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**CITY OF PORTLAND WATER BUREAU**  
**And The**  
**USDA, FOREST SERVICE**  
**MT. 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 USDA, Forest Service, Mt. 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's source for drinking water and is located on the NW edge of the Mt. Hood National Forest. Hickman Butte is the lookout in the Bull Run. 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.

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 procurement by the Forest Service or by 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 75% of costs associated with Lookout staffing; not to exceed \$12,000.00.
- E. Annually provide 60% of minor maintenance and supply costs; not to exceed \$1500.00.
- F. Annually, if the Bureau's share for staffing the Lookout is remaining and unspent, these funds can be rolled forward into the next fiscal year to be credited toward a starting balance of \$12,000.00, with written approval of the Bureau.
- G. Annually provide up to \$1500.00 for facility maintenance and supply costs. If any maintenance and supply costs are remaining and unspent at the end of the fiscal year, funds can be rolled forward into the next fiscal year toward a Bureau starting balance of \$1500.00, with written approval of the Bureau. The Bureau will be invoiced for the balance up to \$1500.00.
- H. At the request of the Forest Service, provide or install equipment on the Lookout facilities and provide in-kind services, including installation of solar panels and other electrical equipment. The Bureau shall coordinate with the Bureau's Chief Engineer and the Forest Service prior to any maintenance activities.

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

- A. ADVANCE BILLING. 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: A single lump sum advance bill.
- B. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide the Bureau with a written report that meets the Bureau's specific documentation requirements.
- C. Perform in accordance with the attached Financial Plan.
- D. Provide on an annual basis the amount to be collected for services and maintenance for that fiscal year. The annual collection is to cover work planned to be completed that fiscal year and shall document relevant Lookout staffing and maintenance costs.
- E. Provide funds to cover the balance of Lookout staffing and contribute to maintenance costs. The Forest Service shall have a 25% cost share amount for Lookout staffing and



40% for maintenance and supply costs. All costs beyond the maximum cost shared amounts shall be borne by the U.S. Forest Service.

- F. 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 Forest Service's share of the costs. The report will also document the costs for equipment and materials associated with minor maintenance work and the relative amounts funded by the Bureau and Forest Service. The annual financial report will be provided within three weeks of the date that the Contractor's final invoice is paid or within 30 days if the Forest Service is staffing the Lookout.
- G. Prior the annual agreement modification for the collection of additional funds, discuss with the Bureau the rollover of the remaining funds to the new fiscal year. If the Bureau agrees to the rollover amount, the Forest Service shall bill for the balance of the annual collection amount. The Forest Service shall receive this approval from the Bureau in writing. The Bureau is under no obligation to approve this rollover of funds and it is as their discretion.
- H. Provide on an annual basis lookout services at Hickman Butte for fire surveillance in the Bull Run Management Area and surrounding lands. Lookout services may be provided by either contract or Forest Service personnel.
- I. Nothing in this agreement precludes the Forest Service from requesting additional funds from the Bureau to pay for additional maintenance costs, above what is outlined 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
Name: Richard Robbins City of Portland Water Bureau Address: 1120 SW 5 <sup>th</sup> Avenue, Room 600 City, State, Zip: Portland, OR 97204-1926 Telephone: 503-823-7799 FAX: Email: Richard.robbs@portlandoregon.gov	Name: Annette Dabashinsky City of Portland Water Bureau Address: 1120 SW 5 <sup>th</sup> Avenue, Room 600 City, State, Zip: Portland, OR 97204-1926 Telephone: 503-823-7521 FAX: Email: Annette.dabashinsky@portlandoregon.gov

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jeremy Goers Address: Mt. Hood National Forest Zigzag Ranger District 70220 E. Hwy. 26 City, State, Zip: Zigzag, OR Telephone: 503-622-2011 Email: <a href="mailto:jgoers@fs.fed.us">jgoers@fs.fed.us</a>	Name: Janelle Geddes Address: Mt. Hood National Forest 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1418 Email: <a href="mailto:jgeddes@fs.fed.us">jgeddes@fs.fed.us</a>

B.   
~~LIABILITY. The United States shall not be liable to the Bureau for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this collection agreement, including but not limited to fire suppression costs and damage to any property owned by the Bureau 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 Bureau, authorized for use for a new agreement by the Bureau, or waived by the Bureau. A DUNS number and registration in the Central Contractor Registry (CCR) 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.
- 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 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. 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.
- I. 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.
- J. 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.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of March 30, 2017. The expiration date is the final date for completion of all work activities under this agreement.



L. 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.

*David G. Shaff*

05.14.2012

DAVID G. Shaff  
City of Portland Water Bureau

Date

*Chris Worth*

5/3/2012

CHRIS WORTH, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

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

*jlg*

4/23/2012

JANELLE GEDDES (12CO11060600XXX)  
U.S. Forest Service Grants & Agreements 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.

APPROVED AS TO FORM

*James H. Van Dyke*  
CITY ATTORNEY 5/7/12

Forest Service Agreement # 12-CO-11060600-004

Cooperator Agreement #

## Collection Agreement Financial Plan

## Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Contribution	
<b>Line Item Cost Subtotals</b>				Subtotal	Subtotal	Combined Subtotals
<b>PERSONNEL</b>						
Resource Specialists (List all personnel):	# of Days	\$/Day				
If USFS staffs Hickman Butte LO, 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
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
<b>Subtotal, Personnel:</b>	<b>0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>TRAVEL</b>						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
<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>						
Name and Type of Equipment:	Unit Cost	Quantity				
			\$0.00			\$0.00
			\$0.00			\$0.00
				\$0.00		\$0.00
<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>						
Name and Type of Supplies:	Unit Cost	Quantity				
Misc. materials/supplies for LO upkeep			\$1,500.00			\$1,500.00
			\$0.00			\$0.00
Misc. materials/supplies for LO upkeep				\$1,000.00		\$1,000.00
<b>Subtotal, Supplies:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,500.00</b>	<b>\$1,000.00</b>		<b>\$2,500.00</b>

<b>CONTRACTUAL</b>			
<b>Describe Contracts that will most likely result from this project:</b>			
Lookout Services	\$12,000.00		\$12,000.00
			\$0.00
Lookout Services		\$4,000.00	\$4,000.00
<b>Subtotal, Contractual:</b>	<b>\$12,000.00</b>	<b>\$4,000.00</b>	<b>\$16,000.00</b>
<b>OTHER</b>			
<b>Describe Other Costs of the Project:</b>			
			\$0.00
			\$0.00
			\$0.00
<b>Subtotal, Other:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT CHARGES</b>	<b>\$13,500.00</b>	<b>\$5,000.00</b>	<b>\$18,500.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	0.0%	
<b>Total Party Costs</b>	<b>\$13,500.00</b>	<b>\$5,000.00</b>	<b>\$18,500.00</b>
<b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>		<b>Cooperator Contribution</b>	
<b>TOTAL CHARGES</b>		<b>\$0.00</b>	
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	0.0%	<b>\$0.00</b>
<b>Total Pass-Through Costs</b>			
<b>TOTAL PROJECT COSTS</b>			<b>\$18,500.00</b>

## 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).

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.