

Best Practice: Project-Specific Collection Agreements

Summary

The Upper Deschutes Watershed Council and the Deschutes National Forest define tasks and responsibilities through project-specific Collection Agreements.

Keys to Success

Roles and responsibilities are clearly defined and build on the different partners' strengths.

*"The collection agreements work like a task list, and force everyone to consider the details."
--Ryan Houston,
Executive Director
of the UDWC*

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406.542.2805
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Watershed Council Works with the Forest Service to Implement Projects

The Upper Deschutes Watershed Council (UDWC) and the Deschutes National Forest frequently partner on watershed restoration projects on federal and private lands through project-specific Collection Agreements, all of which follow a similar framework. This approach to fieldwork serves both partners' needs and suits their different capacities.

Each project starts with development of a new collection agreement, which lists tasks and responsibilities, how work will occur and how the finances will be handled. Typically, the UDWC is the entity financially responsible for a restoration project. UDWC pulls together funding from different sources, manages the budget, pays bills, and advertises, awards and manages the contract (for heavy equipment or crews, for example). The Forest Service is the contract inspector responsible for technical oversight and quality control, with supervision over the on-ground performance of any crew working on federal land. This balance of responsibilities enables both partners to use their organizational strengths to produce projects that are technically and financially sound.

Benefits

- The collection agreements enable efficient use of organizational expertise (the non-profit handles budget and contract management; the Forest Service manages technical work and on-the-ground quality control).
- More on-the-ground conservation projects are completed, because the nonprofit can raise money not normally available to the Forest Service.
- The collection agreements formalize and document the working relationship between the non-profit and the Forest Service.

Links

Upper Deschutes Watershed Council

<http://restorethedeschutes.org/>

Deschutes National Forest

<http://www.fs.fed.us/r6/centraloregon/>

FS Agreement No.	06-CO-11060120-011
Cooperator Tax ID No.	91-1757262
UDWC Agreement No.	Camp Polk Design

COLLECTION AGREEMENT
between
USDA FOREST SERVICE, DESCHUTES NATIONAL FOREST
and
THE UPPER DESCHUTES WATERSHED COUNCIL

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Deschutes National Forest, hereinafter referred to as the Forest Service, and the Upper Deschutes Watershed Council, hereinafter referred to as the Watershed Council, under the Granger-Thye Act of April 24, 1950, 16 U.S.C. 572; the Cooperative Funds Act of December 12, 1975, 16 U.S.C. 498, and the Wyden Amendment, Section 323 (A) of the Department of Interior and Related Agencies Appropriations Act, 1999 as included in P.L. 105-277, as amended by Public Law 109-54, Section 434.

A. **PURPOSE:** The purpose of this collection agreement is to fund Forest Service personnel for survey and design expertise for a project on private land at Camp Polk. The goals of the project are to create and enhance fish habitat, riparian habitat and stream stability by restoring the biological and hydrologic integrity of Whychus Creek located at Camp Polk near Sisters, Oregon.

B. **FOREST SERVICE SHALL:**

1. Bill the Watershed Council for a total of \$48,050.00, with billings to be issued in four installments:
 - The first billing of \$12,000.00 will be issued upon execution of this agreement.
 - The second and third billing of \$12,000.00 each will be issued on April 3, 2006 and June 5, 2006 respectively.
 - The fourth billing of \$12,050.00 will be issued on September 1, 2006.

All billings will be due in 30 days unless an earlier due date is agreed upon by both parties. Expenditures under this agreement cannot be incurred until payment is received.

2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
3. Conduct field surveys and mapping of existing conditions and reference reaches at a level suitable for comprehensive restoration design planning.
4. Develop a complete restoration design for the project reach in cooperation with the Upper Deschutes Watershed Council, Deschutes Basin Land Trust and other partners.

Comment [UFS1]: Region/Station/Area/Institute Name

Comment [UFS2]: Cooperator's Name

Comment [UFS3]: State the Cooperator's shortened name.

Comment [UFS4]: Insert the appropriate authority: Cooperative Funds Act of June 30, 1914; Granger-Thye Act of April 24, 1950; Forest and Rangeland Renewable Resources Research Act of 1978, as amended; Intergovernmental Cooperation Act of 1968, as amended.

Comment [UFS5]: Explain what the parties wish to accomplish and include a statement that begins: The purpose of this (Type of Agreement) is to ... (fill in the purpose)...

Comment [UFS6]: Explain the work to be performed by the Forest Service, either force-account or procurement. The tasks should be listed as specific as possible.

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5. Assist in developing an implementation budget for the project.
6. Complete the restoration design and budget prior to December 15, 2006.
7. Provide the Watershed Council with monthly documentation of expenditures made under this agreement.

C. WATERSHED COUNCIL SHALL:

Comment [UFS7]: Insert Cooperator's Name

1. Provide project management services by assisting with landowner relationships, project planning, and other services as needed.
2. Upon presentation of Bills for Collection, deposit with the Forest Service a total amount not to exceed \$48,050.00, which includes overhead at the rate of 10%. This amount will be billed to the Watershed Council in four separate billings in accordance with B.1. above.

Make checks payable to: USDA Forest Service

Mail to: USDA Forest Service
c/o Citibank
P.O. Box 894183
Los Angeles, CA 90189-4183

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. **REFUNDS.** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.
4. **LEGAL AUTHORITY.** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
5. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

Comment [UFS8]: This is mandatory, except for Inter and Intra-agency agreements.

Comment [UFS9]: This is mandatory. Optional use for Inter an Intra-agency Agreements depending on the type in IA used.

Comment [UFS10]: This is mandatory if funds are advanced: CO

Comment [UFS11]: This is mandatory.

Comment [UFS12]: This is mandatory.

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6. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through **December 31, 2006** at which time it will expire unless extended.

Comment [UFS13]: This is mandatory. For IA, use is optional depending on narrative type agreement or agency form used, where this information may already be captured.

7. **TERMINATION.** Any of the parties, in writing, may terminate the instrument is whole, or in part, at any time before the date of expiration.

Comment [UFS14]: This is mandatory. Check 1509.11 chapter 72 there is more to this provision. (Also, when refunds are required by statute, add the following sentence: Excess funds shall be refunded within 60 days after the effective period.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

8. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

Comment [UFS15]: This may be changed to accommodate the citing of each party's technical and business representatives, if necessary. However, this is mandatory. For Inter and Intra-agency agreements use is optional depending on narrative form of agreement or other agency form used where this information may already be captured.

Forest Service Project Contact	Cooperator Project Contact
Louis Wasniewski	Ryan Houston, Executive Director
Deschutes National Forest	Upper Deschutes Watershed Council
1001 SW Emkay Drive	P.O. Box 1812
Bend, OR 97702	Bend, OR 97709
Phone: 541-383-5566	Phone: 541-382-6102
FAX: 541-383-5531	FAX: 541-382-4078
E-Mail: lwasniewski@fs.fed.us	E-Mail: rhouston@deschuteswatersheds.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Denise Reinhart, Agreement Specialist	Ryan Houston, Executive Director
Ochoco and Deschutes National Forests	Upper Deschutes Watershed Council
3160 NE 3 rd Street	P.O. Box 1812
Prineville, OR 97754	Bend, OR 97709
Phone: 541-416-6549	Phone: 541-382-6102
FAX: 541-416-6661	FAX: 541-382-4078
E-Mail: dmreinhart@fs.fed.us	E-Mail: rhouston@deschuteswatersheds.org

9. **ADVANCE BILLING.** The Forest Service shall bill the Watershed Council prior to commencement of work for the estimated costs of \$48,050.00, which includes overhead at the rate of 10%.

Billings will be issued in four installments:

- The first billing of \$12,000.00 will be issued upon execution of this agreement.
- The second and third billing of \$12,000.00 each will be issued on April 3, 2006 and June 5, 2006, respectively.
- The fourth billing of \$12,050.00 will be issued on September 1, 2006.

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All billings will be due in 30 days unless an earlier due date is agreed upon by both parties. Agreement on an earlier billing date for any scheduled billing may be documented via email between the Project Contacts for both parties and then forwarded to the Forest Service Administrative Contact for action.

Billings shall be sent to:
 Upper Deschutes Watershed Council
 c/o Ryan Houston, Executive Director
 P.O. Box 1812
 Bend, OR 97709

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

10. **ENDORSEMENT**. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

Comment [UFS16]: Fill in cooperator's address.

Comment [UFS17]: This is mandatory.

11. **FOREST SERVICE LIABILITY**. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

Comment [UFS18]: When a collection agreement is issued under the Granger-Thye Act of 1950, this is mandatory.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

UPPER DESCHUTES WATERSHED COUNCIL

 RYAN HOUSTON
 Executive Director

 Date

DESCHUTES NATIONAL FOREST

 LESLIE A.C. WELDON
 Forest Supervisor

 Date

Forest Service Use - **Job Code:** _____

Comment [UFS19]: As necessary, attach a financial plan as the final document incorporated into the agreement. The financial plan may be developed in different formats but, at a minimum, shall include a detailed breakdown of total direct and indirect costs..