

FS Agreement No. 14-CO-11060105-002  
Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**OREGON PARKS AND RECREATION DEPARTMENT**  
**And The**  
**USDA, FOREST SERVICE**  
**DESCHUTES NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between the Oregon Parks and Recreation Department, hereinafter referred to as “OPRD”, and the USDA, Forest Service, Deschutes National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Granger-Thye Act of April 24, 1950.

Background: The Metolius Loops Scenic Bikeway was designated by the OPRD Commission in September 2011 with written support from the Forest Service, ODOT, Jefferson and Deschutes Counties. Local volunteer proponents from Sisters wrote the initial application for the bikeway designation and are still involved in promoting and improving the bikeway. Recreational cycling is growing in popularity. The bikeway signage will be of benefit to visitors already planning a trip Camp Sherman, many of whom bring bicycles and to the increasing number of cyclists visiting the area in the near future. Camp Sherman roads offer wonderful short riding experiences for recreational and novice riders to enjoy our National Forest lands outside of a car. The roads can be confusing and pose a real risk of a novice cyclist getting lost and riding more miles than anticipated. The bikeway signage will help cyclists plan the appropriate length route for their abilities.

Title: Metolius Loops Scenic Bikeway Sign Installation and Maintenance

**I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from OPRD to the U.S. Forest Service to to install and maintain bikeway signs on the Metolius Loops Scenic Bikeway.

**II. THE OPRD SHALL:**

- A. LEGAL AUTHORITY. OPRD 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, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.



- D. Provide the Forest Service with Bikeway signs and any replacement bikeway signs needed.
- E. Reimburse for labor, equipment time, mobilization, posts and bolts of bikeway signs and for any future maintenance/replacement cost as shown on the financial plan. If additional funds are necessary a modification will be processed before work is completed.
- F. Maintain ownership and responsibility for the signs.
- G. Obtain a special use permit from the U.S. Forest Service, Sisters Ranger District. This will include a special use application along with an approved sign plan. This permit will authorize ORPD to install Oregon Scenic Bikeway signs on U.S. Forest Service roads. Work under this Collection Agreement cannot begin until the special use permit is issued.
- H. Obtain an authorization letter from Jefferson County to permit the U.S. Forest Service to install and maintain road signage within Jefferson County right-of-way.

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

- A. REIMBURSABLE BILLING. The U.S. Forest Service shall bill OPRD monthly for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is not to be assessed as project is of mutual benefit.

Billings must be sent to:

Alex Phillips  
725 Summer St NE Suite C  
Salem OR 97301  
[Alex.phillips@state.or.us](mailto:Alex.phillips@state.or.us)

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by OPRD.

- B. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are: Provide transaction registers with each bill



C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide OPRD with a written report that meets OPRD’s specific documentation requirements.

The minimum requirements shall be:

1. A line item invoice.
2. Type and location of each sign.
3. Date of activity.
4. Cost of each installation.
5. Total cost.

D. Perform in accordance with the attached Financial Plan (Attachment “A”).

E. Install bikeway signs at locations labeled in the mutually agreed upon sign location map (Attachment “B”).

F. Maintain/replace signs as necessary.

G. Coordinate with Jefferson County regarding final sign locations, utility locates, and any maintenance/replacement activities within Jefferson County right-of-way.

H. The U.S. Forest Service shall document any maintenance requirements and ~~notify~~ request OPRD for approval before performing the work.

**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>
Roger Roper 725 Summer St NE Suite C Salem OR 97301 Telephone: 503 986 0677 Email: <a href="mailto:roger.roper@state.or.us">roger.roper@state.or.us</a>	Alex Phillips 725 Summer St. NE suite C Salem OR 97301 Telephone: 503 986 0631 Email: alex.phillips@state.or.us



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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Donald Walker PO Box 249 Sisters OR 97759 Telephone: 541 549 7738 Email: dgwalker@fs.fed.us	Anne Doolin 63095 Deschutes Market Road Bend OR Telephone: 541-383-5545 Email: adoolin@fs.fed.us

B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to the Cooperator 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 Cooperator or any third party.

C. 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).

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

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

F. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or OPRD 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 OPRD, at OPRD’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.

G. COLLABORATION. The U.S. Forest Service and OPRD 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 OPRD’s participation in the project.



- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for OPRD 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. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. OPRD shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- 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. OPRD 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 OPRD 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.
- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of 5 years from the date of last signature. 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.



\_\_\_\_\_  
ROGER ROPER, Assistant Director  
Heritage and Community Programs  
Oregon Parks and Recreation Department

Date

\_\_\_\_\_  
JOHN ALLEN, Forest Supervisor  
U.S. Forest Service, Deschutes National Forest

Date

Attachments: Financial Plan  
Sign Location Map

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

\_\_\_\_\_  
ANNE DOOLIN  
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.

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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.