



## **M E M O FOR RECORD**

**DATE:** 4/4/18

**SUBJECT:** MA 2200 NI180000010

This is was an agreement that did not go through purchasing office. This is for payment purposes only.

A handwritten signature in black ink, appearing to read "G Billela", with a large, stylized loop at the end.

Georgia Billela  
Procurement Specialist III

FS Agreement No. 18-CO-11242311-001Cooperator  
Agreement  
No. \_\_\_\_\_

**COLLECTION AGREEMENT  
Between The  
CITY OF AUSTIN  
And The  
USDA, FOREST SERVICE  
NORTHERN RESEARCH STATION**

This COLLECTION AGREEMENT is hereby entered into by and between the CITY OF AUSTIN, hereinafter referred to as "COA", and the USDA, Forest Service, Northern Research Station, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Forest and Rangeland Renewable Resources Research Act of 1978, as amended.

**Background:** The Balcones Canyonlands Conservation Plan provides for protection of endangered species habitat in western Travis County and the creation of Balcones Canyonlands Preserve (BCP). BCP is comprised of multiple agencies that manage the properties and monitor endangered species on their lands, including the COA. The U.S. Forest Service is responsible for research and development that provides for viable populations of native species and has expertise in the ecology and conservation of migratory songbirds, including the endangered golden-cheeked warbler. Therefore it is in both the COA's and U.S. Forest Service's interest to collaborate on this project.

**Title:** Golden-Cheeked Warblers (*Setophaga chrysoparia*) Monitoring on Balcones Canyonland Preserve

- I. **PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from COA to the U.S. Forest Service to determine abundance, survival, and population viability of Golden-cheeked Warblers on the Balcones Canyonlands Preserve.

**II. THE COA SHALL:**

- A. **LEGAL AUTHORITY.** COA 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. Work with the U.S. Forest Service to accomplish the tasks listed under part I.

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

- A. **REIMBURSABLE BILLING.** The maximum total cost liability to the COA for this agreement is \$49,743. The U.S. Forest Service shall bill COA quarterly as of December 31, March 31, June 30, and September 30 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 shall not be assessed.

Billings must be sent to:

Nico Hauwert  
City of Austin  
Balcones Canyonlands Preserve  
3621 Ranch Road 620 South  
Austin, Texas 78738  
512-972-1661  
FAX: 512-972-1665  
[Nico.hauwert@austintexas.gov](mailto:Nico.hauwert@austintexas.gov)

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 COA.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

- B. **SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.** The U.S. Forest Service Program Manager shall provide COA with a written report that meets COA's specific documentation requirements.
- C. Perform in accordance with the attached Financial Plan.
- D. All data collected on the BCP by the U.S. Forest Service are co-owned by the BCP. If any of the data collected from the BCP are to be published, the draft manuscript will be submitted to the City of Austin BCP staff for review and comment prior to submission for publication. The U.S. Forest Service will ensure publication of any work conducted on the BCP adheres to principles of ethical conduct with respect to authorship and data use ([http://www.esa.org/esa/?page\\_id=857](http://www.esa.org/esa/?page_id=857)). Upon publication, all of the information necessary to support the claims of the publication will be available for use by the BCP and public (<http://www.councilscienceeditors.org/wp-content/uploads/v26n6p192-193.pdf>).

**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>
Name: Lisa O'Donnell Address: City of Austin Balcones Canyonlands Preserve 3621 South FM 620 Road City, State, Zip: Austin, Texas 78738 Telephone: 512-972-1674 FAX: 512-972-1665 Email: Lisa.ODonnell@austintexas.gov	Name: Nico Hauwert Address: City of Austin Balcones Canyonlands Preserve 3621 Ranch Road 620 South City, State, Zip: Austin, Texas 78738 Telephone: 512-972-1661 FAX: 512-972-1665 Email: Nico.hauwert@austintexas.gov

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Frank R Thompson Address: 202 ABNR Bldg, Univ. of MO City, State, Zip: Columbia, MO 65211-7260 Telephone: 573-875-5341 x224 Email: frthompson@fs.fed.us	Name: Jay R. Berg, Jr. Address: 1992 Folwell Avenue City, State, Zip: St. Paul, MN 55108 Telephone: 651-649-5222 FAX: 651-649-5285 Email: jberg@fs.fed.us

- B. **FOREST SERVICE LIABILITY TO THE COOPERATOR.** The United States shall not be liable to COA 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 COA 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 COA, authorized for use for a new agreement by COA, or waived by COA. A DUNS number and registration in the System for Award Management (SAM) by COA may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to COA.



- 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 COA from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of COA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of COA's products or activities.
- G. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or COA 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 COA, at COA'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. COLLABORATION. The U.S. Forest Service and COA 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 COA's participation in the project.
- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for COA 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 Northern Research Station to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Northern Research Station will notify COA when permission is granted.



- J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. COA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- K. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with COA's contributions shall become the property of the U.S. Forest Service.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. COA 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."*

- M. 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.
- N. DEBARMENT AND SUSPENSION. COA 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 COA 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.
- O. 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.

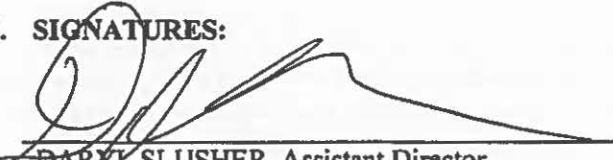


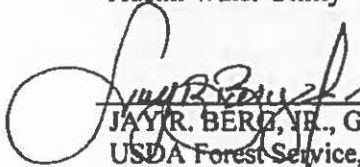


Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

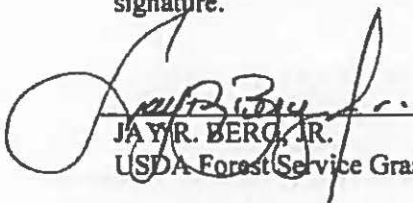
- P. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of February 28, 2022. The expiration date is the final date for completion of all work activities under this agreement.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each 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.

V. SIGNATURES:

  
DARRELL SLUSHER, Assistant Director,  
Austin Water Utility  
11-3-17  
Date

  
JAY R. BERG, JR., Grants Management Specialist  
USDA Forest Service, Northern Research Station  
5 Oct 2017  
Date

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

  
JAY R. BERG, JR.  
USDA Forest Service Grants Management Specialist  
5 Oct 2017  
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) 632-8992 (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.