

## Best Practice: FS and Nonprofit Share an Employee

### Summary

The Crooked River Watershed Council and the Ochoco National Forest have shared a hydrologist since 2001 under a Participating Agreement.

### Keys to Success

Continuous communication, planning ahead, and defining clear objectives

*“Communication with Rob (the hydrologist) and his Forest Service supervisors is critical to make sure we are all on the same page and can agree on how we share our resources.”*

*—Max Nielsen-Pincus,  
Executive Director  
of the CRWC*

National Forest Foundation  
Bldg. 27, Ste 3  
Fort Missoula Rd.  
Missoula, MT 59804  
406.542.2805  
[www.nationalforests.org](http://www.nationalforests.org)

### Participating Agreement Enables Sharing of a Hydrologist

The Ochoco National Forest shares a permanent, full-time Forest Service hydrologist with the Crooked River Watershed Council (CRWC) through a Participating Agreement. The arrangement allows CRWC to call on the hydrologist's expertise for project design and consultation as needed throughout the year.

Like most watershed councils, CRWC cannot support a staff hydrologist or other specialists on a permanent basis. Yet the knowledge of resource specialists is critical at a number of points as a watershed restoration project moves from early development to design and on to implementation.

The partnership arrangement is made possible by a grant from the Oregon Watershed Enhancement Board. CRWC provides the funds to the Forest Service for technical services. The Forest Service deposits all cash funds received through the agreement to a Forest Service Cooperative Work Fund, and charges a related overhead expense rate of 10%.

The hydrologist manages his workload with other projects, and bills his time to the CRWC “account.” On occasion, the Participating Agreement also accommodates other kinds of technical assistance needs. The “purpose” section of the Agreement identifies general “technical services,” that allows the CRWC to tap into other Forest Service expertise at a minimal level.

### Benefits

- The non-profit has economical access to scientific expertise.
- The hydrologist's involvement improves the quality of watershed restoration efforts.
- Through project work for the non-profit, the hydrologist has become familiar with both private and public lands in the watershed.

### Links

Crooked River Watershed Council:  
<http://crookedriver.deschutesriver.org/>  
Deschutes National Forest:  
<http://www.fs.fed.us/r6/centraloregon/>

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FS Agreement No.	2004-PA-11060720-002
Cooperator Tax ID No.	23-7294672 (SWCD)
Cooperator Agreement No.	

**PARTICIPATING AGREEMENT**  
 between  
**CROOKED RIVER WATERSHED COUNCIL**  
 and  
**USDA FOREST SERVICE - OCHOCO NATIONAL FOREST**

This Participating Agreement is entered into by and between the Crooked River Watershed Council, hereinafter referred to as CRWC, and the United States Department of Agriculture, Forest Service, Ochoco National Forest, hereinafter referred to as Forest Service, under the provisions of 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. 105-177, Div. A, Section 101(e) as amended by P.L. 107-63, Sec. 330.

**I. PURPOSE:** The purpose of this Participating Agreement is share a permanent full-time (PFT) hydrologist position that supplies hydrology technical services to the CRWC for a two-year period from October 1, 2003 through September 30, 2005. "Technical services" includes other disciplines as needed to fulfill the intent of this agreement.

**II. STATEMENT OF MUTUAL INTEREST AND BENEFITS:** The CRWC and the Forest Service will partner to design and implement watershed council supported stream restoration and enhancement projects with private landowners. This hydrology technical services agreement is for a two-year period. This partnership will focus specifically on stream system projects, as this is the area that the CRWC has identified as having the greatest need to increase technical capacity. This allows the CRWC to design and implement technically sound projects on private land, resulting in stream restoration projects to be implemented watershed-wide. All of which benefits all who utilize the watershed. In addition to helping the CRWC better serve private landowners, the Forest will benefit from strengthened relationships with the council, private landowners, and the inter-agency technical team.

**III. THE CRWC SHALL:**

1. Provide support services for private land projects including: Landowner outreach and communication, partnership building, fundraising, grant writing and management, etc.
2. Provide an annual list of council/landowner supported stream protection, stream enhancement and stream restoration projects.
3. Provide funds to the Forest for a two-year period (\$16,500 per year) for technical services to design and implement the projects. Funding at a higher level could be agreed-upon by both parties.

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4. Upon presentation of one or more Bills for Collection, deposit with the Forest Service an amount totaling \$16,500.00 for CY 2004, which will be billed in two separate billings of \$8,250.00 each. The first billing will be issued upon execution of this agreement. The second billing will be issued in March 2004.
5. The billing cycle for FY 2005 will be agreed upon by both parties in September 2004.

#### IV. THE FOREST SERVICE SHALL:

1. Provide technical assistance to the CRWC in the development of stream protection, stream enhancement and stream restoration projects.
2. Design and oversee implementation of CRWC/landowner-supported stream improvement projects.
3. Help the CRWC prioritize new stream improvement and restoration projects.
4. Coordinate with the inter-agency technical team to utilize an interdisciplinary approach to the first three tasks and improve the efficiency and effectiveness of the team to address stream channel projects on public and private lands throughout the basin.
5. 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 at the rate of 10%.

#### V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - (1) Making an administrative offset against other requests for reimbursements.
  - (2) Withholding advance payments otherwise due to the cooperator
  - (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.

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3. 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).

4. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

5. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

6. 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.

The Forest Service is not obligated to fund any changes not properly approved in advance.

7. NONDISCRIMINATION. The CRWC shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperator for public information, public education, or public distribution:

"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 of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

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If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

8. 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.

9. 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.

10. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through **September 30, 2005**, at which time it will expire unless extended.

11. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

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

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.

13. ADVANCE BILLING. The Forest Service will bill the CRWC for funds sufficient to cover the costs for the specific payment period. All billings shall be completed within the same fiscal year as Forest Service expenditures. Overhead will be assessed at the rate of 10%.

Billings shall be sent to: Crooked River Watershed Council  
Attention: Jason Detrick  
498 SE Lynn Boulevard  
Prineville, OR 97754

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.

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

15. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	CRWC Project Contact
Bill Goodman	Jason Dedrick
Hydrologist	Council Coordinator
Ochoco National Forest	Crooked River Watershed Council
P.O. Box 490	498 SE Lynn Boulevard
Prineville, OR 97754	Prineville, OR 97754
Phone: 541-416-6409	Phone: 541-447-3548
FAX: 541-416-6695	FAX: 541-416-2115
E-Mail: wgoodman@fs.fed.us	E-Mail: jason.dedrick@orst.edu

Forest Service Administrative Contact	Cooperator Administrative Contact
Vicki Medlin, Fiscal Management	Same as above
Ochoco National Forest	
P.O. Box 490	
Prineville, OR 97754	
Phone: (541) 416-6556	
FAX: (541) 416-6679	
E-Mail: vmedlin@fs.fed.us	

16. 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.

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

**CROOKED RIVER WATERSHED COUNCIL**

Jason P. Dedrck  
 JASON DEDRICK  
 Coordinator

10/16/03  
 Date

CROOKED RIVER WATERSHED COUNCIL - Tax I.D. No. 23-7294672  
 (Crook County Soil and Water Conservation District (SWCD) is Fiscal Agent for CRWC).

Non-Profit Organization       Profit Organization

**USDA - FOREST SERVICE**  
**Ochoco National Forest**

Larry Timchak  
 LARRY TIMCHAK  
 Forest Supervisor

10/16/03  
 Date

Forest Service Use

Job Code: \_\_\_\_\_

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**and**  
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**MODIFICATION NO. 1** *The following additions, deletions and changes are made to the above referenced agreement.*

**III. THE CRWC SHALL:**

**Subsection 1.** is changed to read as follows:

Provide funds to the Forest for a two-year period (\$16,500 per year) for technical services to design and implement the projects. Funding at a higher level could be agreed-upon by both parties. **For 2004, an additional \$9,000.00 is authorized, to be billed upon execution of this modification.**

**Subsection 2.** is changed to read as follows:

Upon presentation of one or more Bills for Collection, deposit with the Forest Service an amount totaling **\$25,500.00** for CY 2004, which will be billed in three separate billings: Two at \$8,250.00 each and one at \$9,000.00. The first billing was issued upon execution of the original agreement. The second billing was issued in March 2004 and the third billing will be issued upon execution of this modification.

*The remainder of this section is unchanged.*

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**Subsection 15.** is changed to read as follows:

**PRINCIPAL CONTACTS.** The Forest Service contact is amended as follows:

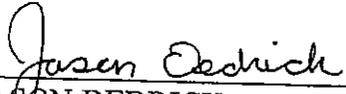
Forest Service Project Contact
<b>Rob Tanner</b>
Hydrologist
Ochoco National Forest
3160 NE 3 <sup>rd</sup> Street
Prineville, OR 97754
Phone: 541-416-6409
FAX: 541-416-6695
E-Mail: rtanner@fs.fed.us

*The remainder of this section is unchanged.*

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

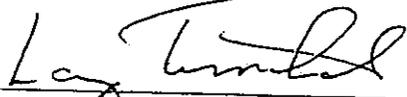
**CROOKED RIVER WATERSHED COUNCIL**

  
\_\_\_\_\_  
JASON DEDRICK  
Coordinator

8/27/04  
Date

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(Crook County Soil and Water Conservation District (SWCD) is Fiscal Agent for CRWC).

**USDA - FOREST SERVICE**  
**Ochoco National Forest**

  
\_\_\_\_\_  
LARRY TIMCHAK  
Forest Supervisor

8-29-04  
Date