

FS Agreement No. 19-CO-11060600-003

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between**  
**CITY OF PORTLAND**  
**PORTLAND WATER BUREAU**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**MT. HOOD NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between City of Portland, Portland Water Bureau, hereinafter referred to as “The City”, and the United States Department of Agriculture (USDA), Forest Service, Mt. Hood National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Granger-Thye Act of April 24, 1950 (16 U.S.C. 572) .

Background: Funds secured under this collection agreement will be used by the U.S. Forest Service to fund the design, permitting, and construction of a fish habitat restoration project on the lower Zigzag River, near Rhododendron, Oregon. The project is identified as Measure H-27 Zigzag 1a Channel Design in the 2008 City of Portland’s Bull Run Water Supply Habitat Conservation Plan (HCP). The HCP describes actions the City will take to improve habitat conditions in the Bull Run Watershed and throughout the Sandy River Basin to contribute to the recovery of native fish populations in the Sandy River Basin. The City has several habitat restoration projects that are required in the HCP, of which this is one. Both the City ratepayers and the public benefit from the implementation of this habitat restoration project on the Zigzag River. By fully implementing the HCP, the City is in compliance with its obligations under the Federal Endangered Species Act and the Clean Water Act, allowing the City’s continued use of the Bull Run River for municipal water supply. Public benefit of this project is that three Federally Listed fish populations—Chinook salmon, coho salmon, and steelhead—of value economically, recreationally, and aesthetically, will be improved.

Title: Zigzag River Restoration

- I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from The City to the U.S. Forest Service to design, permit, and construct a habitat restoration project on the Zigzag River which meets the ecological performance criteria stipulated by the City and described in the HCP. The performance criteria include multiple in-channel structures designed to withstand a 100-year flood and the modification of levees along 1,750 feet of river channel to allow reconnection of the river with its floodplain.



## II. THE CITY SHALL:

- A. LEGAL AUTHORITY. The City 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. Provide for public access to City agreement records. Public access must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Oregon Public Records Act, Chapter 192.

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

- A. ADVANCE BILLING. The maximum total cost liability to the The City for this agreement is \$283,985.00. The U.S. Forest Service shall bill The City 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. There is mutual interest and benefit.

The U.S. Forest Service shall submit to the City an invoice to the Portland Water Bureau Finance Office electronically. Email address is as follows: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov) The invoice shall provide the City's Agreement number along with the City's Project Manger.

The City's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, U.S. Forest Service shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into ISS accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the Collaborator from later determining that an error in payment was made and from withholding the disputed sum from the next monthly payment until the dispute is resolved.

- B. Perform in accordance with the attached Financial Plan.



- C. Services shall be accomplished through contract(s), other agreements by the U.S. Forest Service or by U.S. Forest Service staffing. This may include an agreement modification to 17-SA-11060600-012 with The Freshwater Trust for contract and a new Work Order with TEAMS for design and implementation oversight.
- D. Be responsible for contract oversight, monitoring agreement funds, monitor implementation, coordinate and oversee the agreement with The Freshwater Trust and TEAMS Work Order.
- E. Provide designs by June 15, 2019, habitat structures constructed by September 30, 2019, and project/habitat monitoring completed by September 30, 2020.
- F. Ensure that the contractor meets all design specification and performance criteria, including multiple in-channel structures designed to withstand a 100-year flood and the modification of levees along 1,750 feet of river channel to allow floodplain reconnection.

**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>
Steve Kucas 1120 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204 Telephone: 503-823-6976 Email: steve.kucas@portlandoregon.gov	Corrina Rodriguez 1120 SW 5 <sup>th</sup> Avenue, Suite 600 Portland, OR 97204 Telephone: 503-823-7550 Email: corrina.rodriguez@portlandoregon.gov

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Greg Wanner 70220 E. Highway 26 Zigzag, OR 97049 Telephone: 503-622-2002 FAX: 503-622-5622 Email: gwanner@fs.fed.us	Jessica Clark 501 E 5 <sup>th</sup> St, Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessicaaclark@fs.fed.us



- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to The City 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 City 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 City, authorized for use for a new agreement by The City, or waived by The City. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by The City may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to The City.
- D. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- E. 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).
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of The City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities.
- H. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or The City 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 City, at The City'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.



- I. COLLABORATION. The U.S. Forest Service and The City 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 The City's participation in the project.
- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City 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, Mt. Hood National Forest, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service, Mt. Hood National Forest, will notify The City when permission is granted.
- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- L. PROPERTY IMPROVEMENTS. Improvements placed by The City on National Forest System land at the direction or with the approval of the U.S. Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles The City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- M. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with The City's contributions shall become the property of the U.S. Forest Service.
- N. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City 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."***

- P. 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.
- Q. DEBARMENT AND SUSPENSION. The City 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 City 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.
- R. 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.
- S. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through September 30, 2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- T. 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.



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MICHAEL STUHR, P.E., Administrator  
City of Portland, Portland Water Bureau

Date

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RICHARD PERIMAN, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

The authority and format of this agreement (19-CO-11060600-003) have been reviewed and approved for signature.

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JESSICA CLARK,  
U.S. Forest Service Grants Management 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.

City Agreement # 

## Collection Agreement Financial Plan for Zigzag River Restoration 2019

### for U.S Forest Service Fiscal Year 2019 and City's Fiscal Year 2018-2019

COST ELEMENTS and related data				Portland Water Bureau Contribution FY 2018-19	FS Non-Cash Contribution FY 2019	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):		# of Days	\$/Day			
Fish Biologist (GS-11)		21.00	\$425.00	\$8,925.00		\$8,925.00
Fish Technicians (GS-5)		6.00	\$150.00	\$900.00		\$900.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Subtotal, Personnel:		27.00		\$9,825.00	\$0.00	\$9,825.00
TRAVEL						
Explanation of trips: From Where/To Where/For Whom		Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
Zigzag RD to Zigzag River; 20 round trips at 10 miles each at \$0.54/mile		5.40	20	\$0.00	\$108.00	\$108.00
						\$0.00
						\$0.00
Subtotal, Travel:		\$5.40	20	\$0.00	\$108.00	\$108.00
EQUIPMENT						
Name and Type of Equipment:		Unit Cost	Quantity			
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Equipment:		\$0.00	0	\$0.00	\$0.00	\$0.00
SUPPLIES						
Name and Type of Supplies:		Unit Cost	Quantity			
Planting stock		\$2	100	\$200.00		\$200.00
						\$0.00
					\$0.00	\$0.00
Subtotal, Supplies:		\$2.00	100	\$200.00	\$0.00	\$200.00
CONTRACTUAL						



<b>Describe Contracts that will most likely result from this project:</b>					
TEAMS Project Design and Contract implementation oversight			\$97,883.00		\$97,883.00
TFT Contract for excavator, skidder, helicopter, laborers			\$149,840.00		\$149,840.00
The Freshwater Trust (TFT) personell and travel costs			\$25,837.00		\$25,837.00
					\$0.00
<b>Subtotal, Contractual:</b>			<b>\$273,560.00</b>	<b>\$0.00</b>	<b>\$273,560.00</b>
<b>OTHER</b>					
<b>Describe Other Costs of the Project:</b>					
Clackamas County Floodplain permit			\$400.00		\$400.00
					\$0.00
					\$0.00
<b>Subtotal, Other:</b>			<b>\$400.00</b>	<b>\$0.00</b>	<b>\$400.00</b>
<b>TOTAL DIRECT CHARGES</b>			<b>\$283,985.00</b>	<b>\$108.00</b>	<b>\$284,093.00</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)	<b>Insert Rate Here:</b>	0.0%	\$0.00		
<b>Total Party Costs</b>			<b>\$283,985.00</b>	<b>\$108.00</b>	<b>\$284,093.00</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%			\$0.00
<b>Total Pass-Through Costs</b>			<b>\$0.00</b>		
<b>TOTAL PROJECT COSTS</b>					<b>\$284,093.00</b>

\* The U.S. Forest Service Fiscal Year is from 01 October through 30 September each calendar year. The City's Fiscal Year is from July 1 through June 30 of each calendar year.

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