



FS Agreement No. ____ - ____ - ____

City of Portland Agreement No. _____

COLLECTION AGREEMENT
Between The
CITY OF PORTLAND WATER BUREAU
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION, MT. HOOD NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the CITY OF PORTLAND WATER BUREAU, hereinafter referred to as “The City” or “Portland Water Bureau”, and the USDA, Forest Service, Pacific Northwest Region, 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.

Background: Funds secured under this collection agreement will be used by the U.S. Forest Service to partially fund a crew of fisheries technicians and biologist to staff and operate rotary smolt traps and provide for necessary supplies in the Upper Sandy River Basin. Funds from the City are those identified under monitoring measures 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 as well as several monitoring requirements to document the effectiveness of those actions and to fund larger, basin-wide monitoring efforts that will be used to document fish population trends. These funds will be matched with other financial resources to support the project objectives.

The City has agreed to partially fund the U.S. Forest Service for smolt trap operations within the Sandy River Basin. The U.S. Forest Service and the City are part of a larger group comprised of several county, state and federal agencies and non-governmental organizations, referred to as the Sandy River Basin Monitoring Group (SRBMG). The goal of this group is to monitor aquatic biological and physical habitat conditions within the basin and to use this information in the recovery of three species of Federally Listed fish and other targeted species of interest. Public benefit of this project is that the data collected will be utilized for fish habitat improvements in the Sandy River Basin for native fish population recovery. The U.S. Forest Service has the longest smolt trap data set within the basin, beginning in 1990. In recent years the U.S. Forest Service has operated three to four traps per year, using several funding sources, which included the agreement between The City and the U.S. Forest Service from 2010 to 2015 (10-CO-11060609-012) and 2016 to 2020 (16-CO-11060600-001). It is expected, based on current staffing levels and focus areas identified by the SRBMG, the U.S. Forest Service will operate up to six traps within the basin, partially funded by this agreement with the City. Both parties mutually benefit, and the data collected by both the City and the U.S. Forest Service contribute towards salmonid recovery in the Sandy River Basin.

Title: Sandy River Smolt Monitoring with Portland Water Bureau



- 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 operate several rotary smolt traps in the Sandy River Basin.

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, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Provide funds in an amount not to exceed \$215,000 to the U.S. Forest Service to partially fund operation of several smolt traps located in the Sandy River Basin. These funds are available from execution of this instrument to January 1, 2026. These funds will be distributed over 5 City fiscal years, beginning in 2021. Available funds to the U.S. Forest Service will vary from year to year based on identified needs by the City and U.S. Forest Service. Funds requested for services through June 30, 2021 are \$40,180.

III. THE U.S. FOREST SERVICE SHALL:

- A. REIMBURSABLE BILLING. The U.S. Forest Service shall bill the City quarterly as of March 31, 2021 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. **All billings shall list the City's Agreement number for processing purposes.** Overhead shall not be assessed due to mutual interest.

Billings must be sent to:

wbaps@portlandoregon.gov
City of Portland Water
Bureau 1120 SW 5th Avenue
Portland, OR 97204

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 the City.

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 – 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 the City requirements are clearly defined within this clause.

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

D. Perform in accordance with the attached Financial Plan (Attachment A). The U.S. Forest Service shall provide the City with a new Financial Plan each year for the duration of this agreement no later than January 15th of each calendar year. The Financial Plan for 2021 is attached to this agreement as Attachment A. A copy of the new Financial Plan shall be sent to the City's Program Contact and the City's Administrative contact.

E. Perform in accordance with the Operating Plan (Attachment B). The U.S. Forest Service shall provide the City a new Operating Plan for each year for the duration of this Agreement. The Operating Plan for 2021 is attached to this Agreement as Attachment B. The new Operating Plan shall be provided with the new Financial Plan to the City's Program Contact with a copy provided to the City's Administrative Contact.

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 City of Portland Water Bureau Contacts:

City of Portland Water Bureau Program Contact	City of Portland Water Bureau Administrative Contact
Burke Strobel 1120 SW 5 th Avenue, Room 405 Portland, OR 97204 (503) 467-1588 Burke.Strobel@portlandoregon.gov	Corrina Rodriguez 1120 SW 5th Avenue, Room 405 Portland, OR 97204 503-823-7550 corrina.rodriguez@portlandoregon.gov

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

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Greg Wanner 70220 E. Highway 26 Zigzag, OR 97049 Telephone: 503-622-2002 FAX: 503-622-5622 Email: greg.wanner@usda.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

- 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 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. 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 the City from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. 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.
- G. 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.

- H. 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.
- I. 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 **PACIFIC NORTHWEST REGION, 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 **PACIFIC NORTHWEST REGION, MT. HOOD NATIONAL FOREST** will notify The City when permission is granted.
- J. 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.
- K. 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.
- L. 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.
- M. 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.



- N. 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."

- O. 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. Excess funds must be refunded within 60 days after the effective termination date.
- P. 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.
- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and has an expiration date of January 1, 2026. The expiration date is the final date for completion of all work activities under this agreement.



- S. 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.

GABRIEL SOLMER, Director
City of Portland, Portland Water Bureau

Date

APPROVED as to Form:

City Attorney

Date

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

Date

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

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.

Forest Service Agreement # City Agreement #

Attachment A

Collection Agreement Financial Plan
for U.S Forest Service Fiscal Year 2021 and City's Fiscal Year 2021-22

Cooperator and FS Contributions

COST ELEMENTS and related data				Portland Water Bureau Contribution FY 2021-22	FS Non-Cash Contribution FY 2021	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):	# of Days	\$/Day				
Fish Tech (GS-7)	72.00	\$190.00		\$13,680.00		\$13,680.00
Fish Tech (GS-5)	70.00	\$170.00		\$11,900.00		\$11,900.00
Fish Tech (GS-5)	70.00	\$170.00		\$11,900.00		\$11,900.00
				\$0.00		\$0.00
Fish Biologist (GS-11)	10.00	\$420.00			\$4,200.00	\$4,200.00
Fish Biologist (GS-9)	36.00	\$360.00			\$12,960.00	\$12,960.00
Fish Tech (GS-7)	18.00	\$190.00			\$3,420.00	\$3,420.00
Fish Tech (GS-5)	10.00	\$170.00			\$1,700.00	\$1,700.00
Fish Tech (GS-5)	10.00	\$170.00			\$1,700.00	\$1,700.00
					\$0.00	\$0.00
Subtotal, Personnel:	296.00			\$37,480.00	\$23,980.00	\$61,460.00
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
				\$0.00		\$0.00
				\$0.00		\$0.00
Zigzag RD to 3 survey sites @.50/mile. 17 miles/day for 100 days.	850.00	3	\$0.00		\$2,550.00	\$2,550.00
Subtotal, Travel:	\$850.00	3	\$0.00	\$0.00	\$2,550.00	\$2,550.00
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				
Waders, boots, nets, buckets, bubblers, envelopes	\$1,500	1		\$1,500.00		\$1,500.00
						\$0.00

				\$0.00	\$0.00
Subtotal, Supplies:	\$1,500.00	1	\$1,500.00	\$0.00	\$1,500.00
CONTRACTUAL					
Describe Contracts that will most likely result from this project:					
					\$0.00
					\$0.00
					\$0.00
Subtotal, Contractual:			\$0.00	\$0.00	\$0.00
OTHER					
Describe Other Costs of the Project:					
Smolt trap repairs			\$1,200.00		\$1,200.00
					\$0.00
					\$0.00
Subtotal, Other:			\$1,200.00	\$0.00	\$1,200.00
TOTAL DIRECT CHARGES			\$40,180.00	\$26,530.00	\$66,710.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	\$0.00		
Total Party Costs			\$40,180.00	\$26,530.00	\$66,710.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES			Cooperator Contribution		
TOTAL CHARGES			\$0.00		
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%			\$0.00
Total Pass-Through Costs			\$0.00		
TOTAL PROJECT COSTS					\$66,710.00

* 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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Attachment B**2021 Operating Plan**

FS Agreement #: _____

City Agreement #: _____

Sandy River Basin Rotary Smolt Trap Operation

As part of the 2008 City of Portland Bull Run Water Supply Habitat Conservation Plan (HCP), the City is required to take action to improve habitat conditions in the Bull Run Watershed and throughout the Sandy River Basin so as to contribute to the recovery of native fish populations. The City will contribute funds annually for the Forest Service to assist in the operation and maintenance of rotary screw smolt traps, data collection and data reporting. The Forest Service and the City share a mutual interest in this project to gain data for application towards salmonid recovery and habitat improvement projects in the Sandy River Basin.

1. In 2021, the Forest Service will install and Operate 3 rotary screw smolt traps in the Upper Sandy River Basin from March 15 through July 5, 2021. This includes time to install and remove the traps from the streams.
 - a. Clear Fork
 - b. Clear Creek
 - c. Zigzag River
2. Perform daily collection and enumeration of juvenile salmon and steelhead in the traps (7 days/week), unless stream conditions are warranted unsafe due to high flows.
3. Perform routine maintenance and repairs of the rotary screw trap equipment.
4. Compile and analyze data and produce a final annual report in collaboration with the City and all other stakeholders of the Sandy River Basin Monitoring Group (SRBMG) following the goals, objectives and methodologies of the smolt trapping program as described in the Sandy River Basin Partners (SRBP) Monitoring Plan. t Service (Zigzag Ranger District aquatics personnel) shall: