

EXHIBIT



USDA Forest Service

OMB 0596-0217

FS-1500-11

FS Agreement No.

10-CO-11060609-012

Cooperator Agreement No.

COLLECTION AGREEMENT
Between The
CITY OF PORTLAND WATER BUREAU
And The
U.S. 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, and the U.S. Forest Service, 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 partially fund a crew of Fisheries Technicians and Biologist to staff and operate rotary smolt traps and provide for necessary supplies. Funds from the City are those indentified 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, loosely 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. Several meetings are held each year to analyze the past years data and to strategically plan the next years work. The goal of the group is to operate six smolt traps per year within the basin. 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 traps per year, using several funding sources. 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.



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 within the Sandy River Basin.

II. THE CITY SHALL:

- A. LEGAL AUTHORITY. The Cooperator 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 (Exhibit A).
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan. Bills for Collection will be submitted for smolt monitoring services performed in the spring of each year and will cover services through June 30 of any calendar year.
- D. Secure landowner permission for project sites prior to work beginning for those project sites that are not on National Forest lands, unless otherwise mutually agreed upon.
- E. Provide funds 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, 2015. These funds will be distributed over 5 fiscal years, beginning in 2010. Available funds to the U.S. Forest Service will vary from year to year based on identified needs by the City, the U.S. Forest Service and those of the SRBMG. Funds requested for services through June 30, 2010 are \$35,216.00.



III. THE U.S. FOREST SERVICE SHALL:

- A. REIMBURSABLE BILLING. The Forest Service shall bill the Cooperator quarterly as of March 31, 2010 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.

Billings must be sent to:

City of Portland Water Bureau
1120 SE 5th Avenue
Portland, OR 97205
Attn: Steve Kucas

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 Cooperator.

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. Overhead shall not be assessed.

- B. 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.
- C. Perform in accordance with the Financial Plan, attached as Exhibit A.
- D. Ensure that landowner permission has been acquired prior to accessing project sites that are not on National Forest lands, unless otherwise agreed upon.
- E. Perform in accordance with the Operating Plan, attached as Exhibit B.



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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 instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Kucas Address: 1120 SW 5 th Ave, Suite 600 City, State, Zip: Portland, OR 97205 Telephone: (503) 823-6976 FAX: (503) 823-7024 Email: skucas@water.ci.portland.or.us	Name: Address: City, State, Zip: SAME Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Duane Bishop Address: 70220 E. Hwy 26 City, State, Zip: Zigzag, OR 97049 Telephone: (503) 622-3191, ext 645 FAX: (503) 622-3056 Email: dfbishop@fs.fed.us	Name: Janelle Geddes Address: 16400 Champion Way City, State, Zip: Portland, OR 97055 Telephone: 503-668-1418 FAX: 503-668-1763 Email: jgeddes@fs.fed.us

- B. U.S. FOREST SERVICE LIABILITY. The U.S. Forest Service shall not be liable to the Cooperator or third parties for any damages incident to the performance of this agreement.
- 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 the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.



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

I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or the Cooperator 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 Cooperator, at the Cooperator'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.

J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.

K. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with Cooperator contributions shall become the property of the U.S. Forest Service.

L. DEBARMENT AND SUSPENSION. The Cooperator 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 Cooperator 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.

M. MODIFICATIONS. Modifications within the scope of this instrument 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.



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- N. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through January 1, 2015 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- O. 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 instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

DAVID SHAFF, ADMINISTRATOR
City of Portland Water Bureau

DATE

GARY L. LARSON, FOREST SUPERVISOR
U.S. Forest Service, Mt. Hood National Forest

DATE

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

/s/ Tom Lupes

2/8/10

TOM LUPES
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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APPROVED AS TO FORM

Tom Lupes
CITY ATTORNEY

EXHIBIT A**FY10 Financial Plan****Collection Agreement 10-CO-11060609-012
Sandy River Basin Rotary Smolt Trap Operation**

	Cooperator Contribution # days / cost
Fisheries Biologist GS-9 \$245/day)	17 / \$ 4,165
Fish Tech GS-7 (\$167/day)	17 / \$2,839
Fisheries Biologist GS-11(\$400/day)	0 / \$ 0
2-Fish Techs GS-5 (\$137/day)	16 / \$2,192
2-Fish Techs GS-4 (\$120/day)	196 / \$ 23,520
Trap Repair Cost (Salmon River)	\$ 2,500
Materials and supplies	\$0
Site Prep/Mnt. contract cost	\$ 0
Vehicle Costs (2400 miles@\$0.50/mi)	
Sub Total	\$ 35,216
TOTAL COSTS	\$35,216.00

City of Portland Water Bureau (Cooperator) contribution: \$35,216.00

No overhead assessment: mutual benefit exists

EXHIBIT B**2010 Operating Plan**

Agreement #: 10-CO-11060609-012

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.

In 2010 the Forest Service (Zigzag Ranger District aquatics personnel) shall:

1. Operate 4 rotary screw smolt traps in the Upper Sandy River Basin from April 1 through June 30, 2010.
 - a. **Zigzag River**
 - b. **Clear Fork of the Sandy**
 - c. **Salmon River**
 - d. **Still Creek**

Items A-C will be funded by the City of Portland as part of this agreement. Smolt trap sites are both on and off National Forest lands.

2. Perform daily collection and enumeration of juvenile salmon and trout in the traps (7 days/week).
3. Perform routine maintenance and repairs of the equipment (A-D)
4. Compile and analyze data and produce a final annual report to 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.

2010 Financial Plan is attached as Exhibit A