



USDA, Forest Service

OMB 0596-0217  
FS-1500-11FS Agreement No. 13-CO-11062200-002  
Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT**  
**Between The**  
**PORTLAND WATER BUREAU**  
**CITY OF PORTLAND**  
**And The**  
**USDA, FOREST SERVICE**  
**COLUMBIA RIVER GORGE NATIONAL SCENIC AREA**

This COLLECTION AGREEMENT is hereby entered into by and between the City of Portland Water Bureau, hereinafter referred to as "the City", and the USDA, Forest Service, Columbia River Gorge National Scenic Area, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Granger-Thye Act of April 24, 1950 .

Background: In 2008, the Portland Water Bureau began to implement the Bull Run Water Supply Habitat Conservation Plan (HCP), which was developed to obtain long-term regulatory compliance with both the Endangered Species Act and the water quality requirements of the federal Clean Water Act. HCP Measure H-8 – Sandy 1 Reestablishment of River Mouth requires the City to contribute to the removal of the Sandy River Delta Dam in the Sandy River to provide improved riparian habitat and passage for salmon. The U.S. Forest Service owns the access to and the land adjacent to the dam removal project site and will be working with the Army Corps of Engineers (ACOE) when ACOE removes the dam.

Title: Sandy River Delta Dam Removal

**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 remove a portion of a dam and restore flow in the historic main channel of the Sandy River in the Sandy River Delta. The U.S. Forest Service will be working with the Army Corps of Engineers under a separate agreement to accomplish this project. Funds from the City will be used to fund a portion of the Sandy River Delta Dam removal. The Army Corps of Engineers will fund the remainder of the dam removal as identified in their National Environmental Policy Act documents for the project.

**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.

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

- A. ADVANCE BILLING. 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 is assessed at the rate of 3.0 percent.

Billing Method: Single lump sum advance bill.

- B. Perform in accordance with the attached Financial Plan.
- C. The U.S. Forest Service will initially invoice the City for \$200,000.00 After July 1, 2013, the U.S. Forest Service shall invoice the City for an additional \$83,250.00.
- D. 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.

### 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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Kucas Portland Water Bureau Address: 1120 SE 5 <sup>th</sup> Avenue Room 600 City, State, Zip: Portland, OR 97204 Telephone: 503-823-6976 FAX: Email: steve.kucas@portlandoregon.gov	Name: Annette Dabashinsky Portland Water Bureau Address: 1120 SW 5 <sup>th</sup> Avenue Room 600 City, State, Zip: Portland, OR 97204 Telephone: 503-823-7521 FAX: Email: annette.dabashinsky@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>
Name: Lynn Oliver Columbia River Gorge NSA Address: 902 Wasco Avenue Suite 200 City, State, Zip: Hood River, OR 97031-3117 Telephone: 541-308-1716 FAX: Email: loliver@fs.fed.us	Name: Janelle Geddes Mt. Hood National Forest Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055-7248 Telephone: 503-668-1418 FAX: Email: jgeddes@gmail.com

- 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 collection agreement, including but not limited to fire suppression costs and 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 Central Contractor Registry (CCR) 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).
- 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. 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 in accordance with the REFUND provision of the agreement.
- I. 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.
- J. 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.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of June 30, 2014. The expiration date is the final date for completion of all work activities under this agreement.



L. 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.

DAVID SHAFF, ADMINISTRATOR  
PORTLAND WATER BUREAU

03.08.2013

Date

LYNN BURDITT, AREA MANAGER  
U.S. Forest Service, Columbia River Gorge National  
Scenic Area \*

Date

\*USFS signatory official signs last.

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

/s/jlg

1/15/13

JANELLE GEDDES (13CO11062200002)  
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.

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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.

APPROVED AS TO FORM

2/14/13  
CITY ATTORNEY

13-CO-11062200-002

## Sandy River Delta Dam Removal

Portland Water Bureau – City of Portland

COLLECTION	AMOUNT
1 <sup>st</sup> invoice	\$200,000.00
2 <sup>nd</sup> invoice JULY 1, 2013	\$83,250.00

**TOTAL:                      \$283,250.00**

FS Indirect = 3%

Funds collected under this agreement shall be applied to an Interagency Agreement with the Army Corps of Engineers under the Economy Act. Funds are to be used for the removal of the identified dam on the Sandy River per the Bull Run Water Supply Habitat Conservation Plan.