

Duplicate Original

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and the
CITY OF PORTLAND

FWS Agreement No.: 13420BJ138
Charge Code: 13420-1231-CITY
Amount Obligated: \$10,000
Recipient Tax Identification No. 93-6002236
CFDA No. 15.655
Recipient DUNS#: 054971197
Expiration Date: September 30, 2014

I. TYPE OF AGREEMENT/PROGRAM:

☐ Grant Agreement
☒ Cooperative Agreement
☐ Fire Agreement
☐ Partners Program
☐ Coastal Program
☐ Challenge Cost Share
☐ Fisheries Program

II. TYPE OF ORGANIZATION:

☐ State Government
☒ Local Government
☐ Tribal
☐ Non-Profit Organization
☐ Higher Education Inst.
☐ Private Individual
☐ For Profit Organization

III. PARTICIPANTS:FWS Office:

U.S. Fish and Wildlife Service
Oregon Fish and Wildlife Office
2600 SE 98th Avenue, Suite 100
Portland, Oregon 97266
(503) 231-6179
Fax: (503) 231-6195

Recipient Organization:

City of Portland, Parks & Recreation
2909 SW Second Avenue
Portland, Oregon 97201
Phone: (503) 823-3601
Fax: (503) 823-2358

IV. PROJECT OFFICERS:FWS Officer:

Jennifer Thompson
2600 SE 98th Ave, Ste. 100
Portland, Oregon 97266
Phone: (503) 231-6179
Email: Jennifer_Thompson@fws.gov

Recipient:

Sue Thomas
2909 SW Second Avenue
Portland, Oregon 97201
Phone: (503) 823-3601
Email: Sue.Thomas@portlandoregon.gov

V. PURPOSE/OBJECTIVE:

This agreement is being implemented in order to support the Bird-Safe Portland project. Goals and objectives are as follows:

Goal 1: Portland Bird-Safe Building Guidelines will be developed, distributed, accepted and used by local practitioners. Objective: Reduced hazards to birds in the City of Portland will result in fewer window strikes, and thus reduced bird mortality.

Goal 2: A first-ever Bird-Safe Buildings Summit will bring interested parties together, raise awareness about the hazard of window strikes, foster support for Bird-Safe Building Guidelines, and develop momentum to bring the draft BSBGs into City public forums. Objective: Increased community and practitioner awareness, support and advocacy results in presentations to the City's Design Commission and Planning and Sustainability Commission, and local professional organizations with recommendations for endorsement by the Portland City Council and local boards and use by those involved in building design and construction.

Goal 3: Build awareness with the general public of bird hazards due to building design components and provide concrete examples of actions they can take to reduce window strikes at residential and business properties. Objective: Survey residents in specific neighborhoods about their awareness of window strikes by migrating and native birds. Design and place demonstration window panels, information on at least five tools and methods to prevent window strikes, and associated interpretive signs at Portland Parks Community Centers.

This project will benefit the public by helping to protect migratory birds, and will be undertaken as an effort under the Urban Conservation Treaty for Migratory Birds (Treaty) between the Service and the City of Portland as well as and other local Treaty partners. Working in partnership with others will promote a strategy of action which will conserve, protect and enhance wildlife and their habitats for the continuing benefit of the American people.

VI. BACKGROUND:

This funding opportunity has been advertised on Grants.gov under program announcement number FWSR9MB1011, and the applicable SF424s have been received from the Recipient. The potential applicants have submitted formal application packages to the grant project manager in the Migratory Bird program office and to the Oregon Fish and Wildlife Office. Selecting officials for this grant program reviewed the material presented and selected the Recipient based upon their commitment to and knowledge of migratory birds and hazards to birds associated with buildings. The Oregon Fish and Wildlife Office is awarding funding to the Recipient for this project based on the clearly articulated proposal for this effort, which is designed to benefit birds by reducing hazards from buildings. As an existing Treaty city, the City of Portland was an eligible applicant for this grant opportunity. The Audubon Society of Portland is a Treaty partner, and will also play a lead role in the project.

VII. AUTHORITY:

This agreement between the U.S. Fish and Wildlife Service "the Service" and the City of Portland "the Recipient" is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. § 661-666(c) and the Fish and Wildlife Act of 1956, 16 U.S.C. 742(a-j). The statutory authority for the program is provided by CFDA # 15.655, Migratory Bird Monitoring, Assessment and Conservation.

VIII. FUNDING INFORMATION:

The Service will provide \$10,000 for the work identified in their project proposal and budget for the development of Bird-Safe building guidelines, costs associated with convening a Bird-Safe Building Guideline summit, and outreach related to mitigating window-strikes. Matching funds and in-kind contributions of at least one-to-one in value will be provided by the City of Portland and other partners.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

IX. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from the date of the last signature through September 30, 2014.

X. SPECIFIC OBLIGATIONS OF EACH PARTY:**A. Joint Obligations:**

The Service and Recipient shall work cooperatively with other cooperating agencies/groups, as needed, in further developing the activities described in this agreement. Further, each shall:

1. Provide, as appropriate, biological and technical advice in project planning, design, implementation, monitoring, and maintenance of funded project elements.
2. Implementation activities will be conducted in a manner that will minimize any negative effects to fish and wildlife resources. A pre-implementation meeting with involved parties should occur prior to commencement of any on-the-ground activities, and any agreed upon practices shall be instituted, if applicable.

B. The Service shall:

1. Provide funding, in the amounts and methods specified, for the purpose of implementing the project identified.

2. Ensure that on-the-ground activities are in compliance with the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, and Level 1 contaminant surveys, and provide notice to the Project Manager when on-the-ground activities may begin, if applicable.
3. Retain final approval authority over all agreements and modifications under this Cooperative Agreement.

C. The Recipient shall:

1. Oversee implementation of project activities, work with partners and contractors to ensure tasks are completed to meet the project timeline, goals and objectives, and keep participants informed of project needs and activities.
2. Obtain any local, state, and federal permits needed for project activities, if applicable.
3. Ensure that on-the-ground activities do not begin until written confirmation is received from the Service's Project Officer stating that such activities comply with the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, and Level 1 contaminant surveys, if applicable.
4. Prepare a project reports for the project as outlined under **REPORTING REQUIREMENTS** in this Cooperative Agreement.

The Recipient's grant proposal and budget is hereby incorporated as an integral part of this project. The Recipient shall furnish the necessary personnel, materials and services, and do all things required to accomplish the proposed goals and objectives listed above in Section V. Any future deviations from the procedures or objectives specified in the Recipient's proposal must be presented to and approved by the Service for specific approval before implementation.

XI. REPORTING REQUIREMENTS:

The Recipient will submit quarterly **Interim Progress Reports** of project activities, accomplishments, accrued matching contributions and expenditures which occurred during the period, with reports due March 31, June 30, September 30, and December 31. The Recipient will submit a **Final Progress Report** due within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The final progress report shall include: 1) name of the Recipient, project title, agreement number, 2) date of report and period of time covered by the report, 3) accomplishments overall, and as related to the project goals and objectives, and 4) a statement explaining any problems or delays in meeting the agreement objectives and efforts undertaken for problem resolution.

The Recipient will submit annual **Interim Financial Reports** of Federal expenditures and unobligated balances on a Federal Financial Report form (SF425) due September 30. The Recipient will submit a **Final Financial Report** due within 90 calendar days after the agreement completion date as defined in the agreement or in the most current modification. The final SF425 shall cover all financial transactions that occurred during the life of the award. The Recipient shall account for any real and personal property acquired with Service Funds during the implementation of this project. Disposition of acquired real property will be determined at the end of the agreement.

All reports shall be submitted to:

FWS Project Officer:

Jennifer Thompson

2600 SE 98th Avenue, Suite 100

Portland, Oregon 97266

Phone: (503) 231-6179

Email: Jennifer_Thompson@fws.gov

FWS Cooperative Agreements

Debra Insley

2600 SE 98th Avenue, Suite 100

Portland, Oregon 97266

(503) 231-6179

Debra_Insley@fws.gov

The Service will hold back 10% of awarded project funding for the project until the Service and Cooperator Project Manager conduct a final project review and a project summary report is received by the Service. This funding will be released upon satisfactory completion of the requirements set forth in this Cooperative Agreement. Failure to properly comply with reporting requirements as outlined above may result in terminating this Cooperative Agreement for Cause.

XII. INVOICING/ACCEPTANCE PROCEDURES:

- A. Upon acceptance of the terms and conditions of this agreement, the Recipient may submit requests for payment using the Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. (Standard Form 271 must be used if agreement is for construction.) The Debt Collection Improvement Act of 1996 (P.L. 104-134) requires that all Federal payments made by an agency after July 26, 1996, must be made by electronic funds transfer unless the Recipient certifies that they do not have an account at a financial institution or authorized payment agent. If the Recipient does not currently receive electronic funds, they are responsible for completing a Standard Form 3881 (ACH) and forwarding it to the Service Project Officer. The ACH form is available from the Service Project Officer or can be found on the OMB website at: <http://www.omb.gov>

1. The name of the recipient, the project title, the agreement number, date of the report, and the period of time covered by the report.
2. A summary of significant activities and results for the period.
3. A statement explaining any problems, delays or adverse conditions that materially impaired the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution.

- B. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable costs in accordance with the following:
1. A-87 (Cost Principles for State and Local Governments)
 2. OMB Circular A-133 (Single Audit Compliance) shall be returned to the Service.
- C. This agreement is intended to support a particular project for a specific period of time. Any portion of funds advanced to the Recipient that are not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount.
- D. Requests for payment shall be submitted to the following address:

FWS Cooperative Agreements:
Debra Insley
2600 SE 98th Avenue, Suite 100
Portland, Oregon 97266
(503) 231-6179

XIII. APPLICABLE REGULATIONS:

- A. The Recipient must submit with this agreement assurances as listed on the *Standard Form 424B – Assurances Non-Construction Programs*. In addition to the assurances, the Recipient certifies compliance with the following applicable regulations incorporated by Recipient reference with the same force and effect as if they were provided in full text. Failure of a Recipient to comply with any provision may be the basis for withholding payments for proper charges made by the Recipient and for termination of support.
- B. Code of Federal Regulations/Regulatory Requirements:
1. 2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System
 2. 2 CFR Part 170 Reporting Subawards and Executive Compensation
 3. 2 CFR Part 1400 Governmentwide Debarment and Suspension (Nonprocurement)
 4. 2 CFR Part 175 Trafficking Victims Protection Act of 2000
 5. 43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs
 6. 43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local
 7. 43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations
 8. 43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace
 9. 43 CFR 18 New Restrictions on Lobbying
 10. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs

11. 48CFR Part 31.2 - Contracts with Commercial Organizations
12. 48 CFR Part 52.215.2 - Audit and Records – Negotiation
13. 305 DM 3 Integrity of Scientific and Scholarly Activities

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

C. Small Business Policy: Reference 505 DM 3.5 C(1)(a). It is National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The Recipient and Subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate, and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIV. TERMINATION:

This agreement may be terminated by any party following 60 days written notification to other party(s).

XV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

XVI. SPECIAL PROVISIONS:

Seat Belt Policies and Programs: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

Acknowledgement: The Cooperator will acknowledge the Service as a partner and funding source in any published materials, on signage, during media/public relation events, and at professional conference presentations when projects funded under this cooperative agreement are featured.

Reimbursement: The Cooperator should request reimbursement of project costs at least twice annually. Agreements with no financial activity for 365 days will be reviewed by the Service and may be cancelled and the funds deobligated.

Cost Share: The Cooperator should document and track cost share amounts and associated contributors. In the event the Cooperator fails to secure the cost share funds identified in its proposal, and as a result has fewer funds than the original project total, the Cooperator shall provide a report to the Service identifying the funding deficit and the potential impacts to the project scope of services, task orders, and budget. Based on the information provided, the Service has the option to modify or cancel the agreement. Modifications to the agreement will follow standard agreement modification procedures.

XVIII. RELATED ATTACHMENTS:

Exhibit A: Signed SF424 Application and Signed SF 424B Assurances

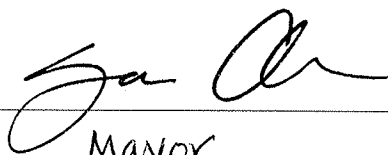
Exhibit B: OMB Budget

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

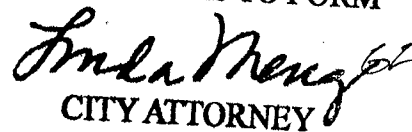
FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: Signature:  Date: 7/28/11
Title: **Acting ARD-ES**

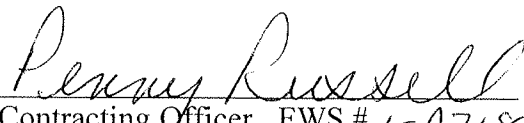
FOR THE RECIPIENT:

By: Signature:  Date: 8/24/11
Title: **Mayor**

APPROVED AS TO FORM


CITY ATTORNEY

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature:  Date: 7/26/11
Contracting Officer FWS # 1-P718

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No.: 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non - Federal (d)	Federal (e)	Non - Federal (f)	Total (g)
1. Urban Bird Treaty	15.655	\$	\$	\$ 10,000.00	\$ 11,200.00	\$ 21,200.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 11,200.00	\$ 21,200.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$ 500.00	\$ 4,500.00	\$ 5,000.00
b. Fringe Benefits					0.00
c. Travel			1,000.00	500.00	1,500.00
d. Equipment					0.00
e. Supplies			2,500.00	2,700.00	5,200.00
f. Contractual			6,000.00		6,000.00
g. Construction					0.00
h. Other				1,500.00	1,500.00
i. Total Direct Charge (sum of 6a-6h)	0.00	0.00	10,000.00	9,200.00	19,200.00
j. Indirect Charges				2,000.00	2,000.00
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 11,200.00	\$ 21,200.00

7. Program Income	\$	\$	\$	\$	\$
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Standard Form 424A (Rev. 4-92)
Prescribed by OMB Circular A-102

184895

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. City of Portland	\$ 6,700.00	\$	\$	\$ 6,700.00
9. Audubon Society of Portland			3,500.00	3,500.00
10. East Multnomah SWCD			1,000.00	1,000.00
11.				0.00
12. TOTAL (sum of lines 8 - 11)	\$ 6,700.00	\$ 0.00	\$ 4,500.00	\$ 11,200.00

SECTION D - FORCASTED CASH NEEDS					
13. Federal	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
14. NonFederal	11,200.00	2,800.00	2,800.00	2,800.00	2,800.00
15. TOTAL (sum of lines 13 and 14)	\$ 21,200.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. City of Portland	\$	\$	\$	\$
17. Audubon Society of Portland				
18. East Multnomah SWCD				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	