



**SUB-RECIPIENT
GRANT AGREEMENT**
between
OREGON DEPARTMENT OF FISH AND WILDLIFE
and
City of Portland
for

Technical Assistance and Permitting - Swan Island Project 2018-19, Willamette River

RECIPIENT TYPE: Local Government

This Grant Agreement is entered into by and between the State of Oregon acting by and through its **Department of Fish and Wildlife** (hereinafter referred to as ODFW), to **City of Portland** (hereinafter referred to as Recipient), both herein referred to individually or collectively as "Party" or "Parties." By signing this grant agreement and accepting grant funds, the Recipient, or a duly authorized representative of the Recipient, makes the representations and agrees to the obligations and conditions set forth below.

I. PURPOSE AND AUTHORITY

- A.** ODFW is the recipient of a grant from: **United States Department of the Interior, Fish and Wildlife Service**
Federal Funding Agency (abbreviation): **USFWS**
CFDA: **15.605**
Federal Grant Number: **F18AF00602**
Federal Grant Name: **Swan Island Boat Ramp Technical Assistance and Permitting**
Date of Award: **June 21, 2018**
Total amount of Federal Grant Award: **\$86,055**
- B.** ODFW enters this sub-recipient grant agreement under this award to reimburse Recipient for expenses not to exceed **\$86,054.50** of implementing a project where sub-recipient is carrying out the purpose of the federal award pursuant to its authority contained in **ORS 496.525**.
- C.** Recipient is charging 135.71 % of indirect rate applied to direct personnel costs including fringe benefits under this Agreement. **Indirect rate totals to be charged are already included in budget totals in Exhibit A.**
- D.** Research and Development Project \$200.87 Yes No

II. TERM OF AGREEMENT

This agreement takes effect on the date of last signature below and unless terminated or extended, this grant agreement expires on **June 30, 2019**. Except for Pre-Award Costs that were approved by USFWS Award #F18AF00602, ODFW will make no payment for any services performed or expenses incurred before the beginning date or after the expiration date of the period of performance: **July 1, 2018 through June 30, 2019**.

III. AGREEMENT DOCUMENTS

This agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (Project Description and Budget), Exhibit B (Federal Compliance Terms), Exhibit B-1 (FFATA Form), Exhibit B-2 (Debarment and Suspension Certificate), Exhibit C (Insurance Requirements for First-Tier Contractors under Agreement), and Exhibit D (Administrative Summary) attached hereto and by this referenced made a part hereof.

IV. RECIPIENT'S OBLIGATIONS

- A. Implement Project.** The Recipient will
1. implement the project, as defined in Exhibit A, and

2. request a formal amendment to the project if needed. Certain changes to the Project may only be made via formal amendment to this Agreement, as identified in section IV. H. Any prior approvals are to be sought from ODFW and not from the Federal Funding Agency.
- B. Maintain Project.** The Recipient is responsible for the term of this agreement to maintain the public boating access facility that results from the implementation of the project (Facility). If Recipient fails to maintain the Facility, Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.
- C. Ensure the Public Boating Access Facility is used for its authorized purpose.** The Recipient is responsible for the term of this agreement to ensure that the Facility is used as a public boating access facility. If Recipient fails to maintain this use, then Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.
- D. Match.** Recipient must provide **\$200,794** of the total Project cost. Recipient must document any cash and in-kind contributions Recipient makes to the Project and retain such documentation. A summary of the match contributed for the period and the cumulative match amount must be included in Recipient's reimbursement requests.
1. Match costs may include (1) allowable costs incurred by ODFW, the Recipient, or cost-type contractors under this agreement where the costs are funded by non-Federal grants or by others' cash donations from non-Federal third parties and are not counted as match of another federal grant agreement or (2) third party in-kind contributions received during the period of performance of this Agreement.
 2. **Special rules apply to valuing third party in-kind contributions.** Volunteer services should be valued at rates, including fringe benefits, consistent with those ordinarily paid for similar work within the recipient's organization, or at rates consistent with those ordinarily paid by other employers for similar work in the same labor market. Services of employees of third party organizations should be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs.

E. Performance and Financial Reporting

1. Reports are due according to the following schedule:
 - a. Project Reports:

Final Financial and Performance Report Due:	July 31, 2019
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1. Recipient shall compile and deliver to ODFW progress and final project reports that describe the work completed under this Agreement using ODFW approved reporting template. The ODFW project manager will provide the report format to the Recipient's project manager.
2. The Progress and Final Project Reports must include:
 - a. Status of Objectives (from Project Description Exhibit A) (a comparison of actual accomplishments to the objectives established for the period);
 - b. Description of work completed and methods used in completing the work;
 - c. Explanation of why objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed;
 - d. Summary of expenditures and match to date;
 - e. Explanation of why expenditures differ from original Project budget;
 - f. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project methods, materials or assumptions based on expectations of results.

F. Grant Reimbursement Requests

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must complete or make progress on the Project before grant funds will be disbursed. Recipient must submit the final request for

reimbursement to ODFW within thirty (30) calendar days of termination of this Agreement and is due no later than July 31, 2019.

2. Request for Reimbursement.

- a. Recipient may request disbursement of the grant funds for up to a six month period, but no more than once per month.
- b. To request reimbursement, Recipient must submit a signed request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match.
- c. This request for reimbursement must include the following (or a substantially similar) certification: "By signing this request for reimbursement, I certify to the best of my knowledge and belief that the information is correct, that all expenditures were made in accordance with the award conditions, and that the amount due, indicated for the current period, has not been previously requested."

G. Give credit and seek approval before publishing publicity, news releases, and reports.

Recipient shall include the following statement if publishing any report, news release or publication regarding this project:

Partial funding for this project was through Oregon Department of Fish and Wildlife's Sport Fish Restoration Grants Program in cooperation with the USFWS, under Federal Award number F18AF00602.

- H. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs of the recipient necessary for implementing the project, including allowable costs in the form of payments to cost-type contractors, under the terms of this agreement including all its Exhibits.
- I. Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by ODFW for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.
- J. Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both ODFW and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
 - 1. When Amendment Needed.** Recipient must request an amendment to this agreement prior to any of the following changes:
 - a. If recipient needs additional funding to complete the project (as identified in Exhibit A);
 - b. If the federal award received by ODFW is more than \$100,000, when the recipient determines that the budgeted amount within any budget category is going to change by an amount that exceeds 10% of the total federal grant funds.
 - c. If recipient revises the scope or objectives of the project (as identified in Exhibit A);
 - d. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
 - e. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this agreement;
 - f. If the Recipient intends to purchase equipment with a per unit value of \$5,000 or more, and the costs have not been identified in Exhibit A;
 - g. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit A.

2. Amendment Process.

- a. Any and all requests to ODFW for Amendment(s) to this agreement must:
 - i. be in writing addressed to ODFW's Project Manager;
 - ii. be made to ODFW as early as possible because these types of changes may require prior approval of USFWS before the change can be implemented;
 - iii. be made to ODFW at least 60 days prior to the expiration of the agreement; and
 - iv. state the reasons for the need to amend the agreement.
- b. Upon receipt of any request for amendment to this Agreement, ODFW will review the request and
 - i. If in agreement with the request, and if necessary seek approval from USFWS promptly, and inform Recipient of USFWS's decision, including the date of USFWS approval, as soon as possible.
 - ii. If an amendment is approved, prepare a written amendment for signature by ODFW and Recipient.
 - iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

K. Maintain Records. Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODFW, the Oregon Secretary of State's Office, the federal awarding agency and their authorized representatives to verify how grant funds were used.

1. Expenditures. All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this agreement from other federal and non-federal funding sources.
2. Funds Received. Recipient shall assume liability for all funds received pursuant to this agreement and shall assume responsibility for repayment to ODFW of any expenditures not authorized by this agreement.
3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six years starting from the date of disposition, replacement or transfer of the real property or equipment.

L. Provide access to records. Recipient will provide access to ODFW, Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

M. Audits. Subrecipient is responsible to comply with requirements and standards under §200.501 Audit requirements.

N. Closeout. (See §200.343) ODFW will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:

1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.
4. Must promptly refund any balances of unobligated cash that ODFW paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.

5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
6. Must account for any real and personal property, if any, acquired from this Agreement.
7. Complete all closeout actions no later than one year after closeout actions no later than one year after receipt and acceptance of all required final reports.

V. ODFW'S OBLIGATION

Provide funds. ODFW agrees to pay the Recipient the total sum not to exceed \$86,054.50 ("Grant Funds") to reimburse Recipient for the allowable costs of implementing project as described in Exhibit A upon the following conditions:

1. ODFW has received sufficient funding, appropriations and expenditure authorizations to allow ODFW, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. ODFW will pay Recipient no later than thirty calendar days (30) days following receipt and approval of Recipient's request for reimbursement.
3. ODFW will not pay for any project work performed before the beginning date or after the expiration date of the period of performance identified in Section II.
4. ODFW is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to ODFW more than thirty calendar days (30) days after the expiration of this Agreement.
5. ODFW can pay Recipient an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government, or if no such rate exists, a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b).

VI. STANDARD CONDITIONS

- A. **Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit D.
- B. **Circumstances outside of Parties' Control.** Neither ODFW nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.
- C. **Contribution**
 1. **Liability of One Party.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 2. **Joint Liability.** With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.

D. Indemnification by Subcontractors. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful actions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

E. Dispute Resolution and Consent to Jurisdiction.

1. If a dispute should arise out of this Agreement, the Parties may attempt in good faith to resolve the dispute short of litigation. This may be done through communication between the Parties at any management level, including at a level higher than persons directly responsible for administration of the Agreement or the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration), or both.
2. However, if a dispute is not resolved short of litigation, the Parties agree that any claim, suit or action between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

F. Termination and Default

1. FOR CONVENIENCE

- a. **Termination by Recipient.** The Recipient may terminate this agreement at any time upon thirty (30) days prior written notice to ODFW setting forth the reasons for such termination, and the effective date, delivered by certified mail or in person to ODFW's Project Manager as listed in Exhibit D.
- b. **Termination by Mutual Consent.** ODFW may terminate this agreement with the consent of Recipient in which case ODFW and Recipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- c. **Termination by ODFW.** If the Federal Funding Agency's funding support for this project is terminated, suspended or discontinued, ODFW will immediately notify Recipient to stop all work and may terminate this agreement.

2. FOR CAUSE (DEFAULT)

- a. **Event of default.** A Party will be in default under this Agreement if:
 - i. the Party commits any material breach or default of any covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement; and
 - ii. such breach, default or failure is not cured within 30 days after the other Party's notice.
- b. **Remedies.** In the event a Party is in default under this Section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
 - i. Withhold all monies due under the Agreement;
 - ii. Exercise a setoff against any amounts due under this Agreement;
 - iii. Wholly or partly suspend or terminate this Agreement;

- iv. Institute the dispute resolution process as outlined in Section VI.D. of this Agreement; and
- v. Take other remedies that may be legally available.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

3. Recipient's Obligation upon submittal or receipt of notice of termination.

- a. Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must, submit a final project report for work completed prior to termination.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating ODFW's grant or causes or requires ODFW to return funds to the Federal Funding Agency, Recipient will return to ODFW an amount equal to the funds which ODFW is not reimbursed for or is required to return to Federal Funding Agency.

- 4. ODFW's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, ODFW will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.

G. No Third Party Beneficiaries. ODFW and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

H. Non-appropriation. ODFW's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODFW.

I. Subgrants, Subcontracts and Assignment.

1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
2. Any subgrant entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit B.
3. Any contract entered into under this agreement:
 - a. Shall be awarded in accordance with §200.317 to §200.326 Procurement Standards.
 - b. Shall contain the applicable terms and conditions of Exhibit B, "Federal Compliance Terms."
 - c. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 4. Recipient shall requires its first tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit C of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODFW. Recipient shall not authorized contractors to begin work under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.
- J. **Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit B.
- K. **Integration.** This agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.
- L. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on CONTRACTOR and ODFW, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to ODFW.

STATE OF OREGON, by and through its
Department of Fish and Wildlife

RECIPIENT:
City of Portland

By: _____
Cameron Smith

By: _____
Name:

Title: Deputy Director for Administration

Title: _____

Date: _____

Date: _____

Federal Tax ID # _____

Federal DUNS # _____

APPROVED AS TO FORM

Mary Ann [Signature]
CITY ATTORNEY 8/17/18

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET

I. TITLE OF THE PROJECT: Technical Assistance and Permitting - Swan Island Project, Willamette River

II. PROJECT LOCATION:

Latitude: 45,56248N; Longitude: -122.7061W

Waterbody/River Mile: Willamette River, river mile 9.5

Directions: 1-5, north bound Exit 302C, south bound Exit 303 toward Swan Island. East on N. Going St., right on N. Basin Ave. Left on N Emerson St, park is immediately on the right.



III. PROJECT DESCRIPTION:

This grant will provide funds for ODFW to pass thru to City of Portland for their work (technical assistance only- no ground disturbing activities are part of this grant) to develop a final concept and permits needed to replace boarding docks, pilings, and install a gangway at Swan Island Boat Ramp on Willamette River east of Portland.

Need Statement:

Located on the lower Willamette River, Swan Island is one of three improved public launch ramps owned by the City of Portland. Swan Island lagoon connects to the Willamette River and provides access for boaters in east Portland. The Swan Island boating facility has exceeded its useful life. The City is experiencing increased maintenance expenses and user complaints as a result of age and design standards from more than 30 years ago.

Approach:

The City has applied to replace the boarding docks, piling and install a gangway. Staff reviewed the proposed project and recommended that the City modify the project to a phased approach. The first phase would be to prepare and submit environmental regulatory permit applications including all other City of Portland required permitting for the replacement of the boat ramp, boarding docks and piling. The second phase would be construction of those items. The third phase would be permitting and construction of parking and sanitation improvements.

The Swan Island Lagoon is part of the Superfund site that is proposed to have sediment cap installation in areas. This designation will add another layer of complexity with permitting. As a result, OSMB staff recommended the City obtain a consultant to assist with the permitting phase.

City of Portland will follow City procurement practices to receive bids and select a consultant to prepare and submit permit applications for the boat ramp, boarding dock and piling replacement.

The City, consultant and Marine Board (OSMB) staff will coordinate the in-water structure design and permit application process. The City and OSMB will cooperatively review and comment on the work performed by the consultant to obtain permits for the future construction project.

Objectives:

1. Develop project concept and design for replacement of boarding docks, piling and gangway.
2. Submit permit applications for objective #1.

Expected Results and Benefits:

Develop project concept and design in partnership with OSMB. Prepare and submit permit applications for the boat ramp, boarding dock and piling replacement project. Having final design and permits ready will allow partners to proceed with phase II which is construction to replace the boating improvements and provide better public boating access.

Estimated Costs:

Partner	Item	Total
ODFW	USFWS SFR Grant	\$86,054.50
OSMB	Facilities Grant 1623	\$86,054.50
City of Portland	In-kind Admin Match	\$114,739
		\$286,848

- a) In-Kind Match – City of Portland will provide \$114,739 in admin match to ODFW and OSMB
- b) Will your project generate any project revenue/income during performance period, directly related to this project and USFWS fund? Include the source, amount, and the requested method of crediting the program income (i.e. deductive or additive).

No- City of Portland currently does not charge a use fee for Swan Island Park.

- c) Pre-award costs- City of Portland will count pre-award in-kind match in consulting with OSMB on design and permitting towards this grant starting 5/01/18.
- d) Capital expenditures- none- this part of project is tech assistance only

EXHIBIT B

FEDERAL COMPLIANCE TERMS

F18AF00602: Swan Island Boat Ramp Technical Assistance and Permitting

I. Grant Recipient Compliance Requirements:

Cost accounting is required at the grant level.

Recipient shall complete and return the Federal Funding Accountability and Transparency Act (FFATA) form, attached hereto as Exhibit B-1, and a Debarment and Suspension Certificate, attached hereto as Exhibit B-2, to ODFW prior to execution of the Agreement.

II. Federal Terms and Conditions:

Without limiting the general requirement of Section J of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D
- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F
- F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.
- G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.
- H. To the extent applicable to this award, Recipient is responsible to comply with
 1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
 2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
 3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
 4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
 5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. Pilot Program for Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017, 41 USC §4712.
 - i. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistle blower protections established at 41 USC §4712 by section 828 of the National Defense Authorization act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their sub-recipients, and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.
8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. 41 USC §6306
9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order. Executive Order 13513.

EXHIBIT C

Insurance Requirements for First Tier Contractors under this Agreement

During the term of this Agreement, Sub recipient shall require its first tier contractor(s) that are not units of local government to obtain insurance as specified below:

1. **Workers' Compensation**

Required by Agency of Contractors with one or more workers, as defined by ORS 656.027

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Commercial General Liability** **Required by Agency** | **Not required by Agency**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death

- \$2,048,300 Per occurrence limit for any single claimant; and
- \$4,096,600 Per occurrence limit for any number of claimants

Property Damage

- \$112,000 Per occurrence limit for any single claimant; and
- \$560,000 Per occurrence limit for multiple claimants

3. **Automobile Liability**

Required by Agency | **Not required by Agency**

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death

- \$2,048,300 Per occurrence limit for any single claimant; and
- \$4,096,600 Per occurrence limit for any number of claimants

Property Damage

- \$112,000 Per occurrence limit for any single claimant; and
- \$560,000 Per occurrence limit for multiple claimants

4. **Additional Insured:** **Required by Agency**

The Commercial General Liability, Automobile Liability, and Aircraft Liability insurance coverages required under this Contract shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

5. **Notice of Cancellation or Change.** The Contractor or its insurer must provide 30 days written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage (s).

6. **Certificate(s) of Insurance:**

Contractor shall obtain from contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D
ADMINISTRATIVE SUMMARY

RECIPIENT'S CONTACT INFORMATION:

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