

Agreement No. F12AC01597

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
And the
CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES

FWS Agreement No.: F12AC01597

WBS Code: FXFR13350112380D2

FXFR1334011A530D2

Amount Obligated: \$ 50,000.00

Recipient Tax Identification No (EIN): 93-6002236

CFDA No. 15.608

Recipient DUNS#: 054971197

Project Period End Date: Sept. 30, 2017

I. TYPE OF AGREEMENT/PROGRAM:

- ☐ Grant Agreement
☒ Cooperative Agreement
☐ Fire Agreement
☐ Partners Program
☐ Coastal Program
☐ Challenge Cost Share
☐ Fisheries Program
☐ National Wetland Inventory
☐ CESU # _____
☐ NRDA
☐ Migratory Birds

II. TYPE OF ORGANIZATION:

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

III. PARTICIPANTS:FWS Office Name:

Columbia River Fisheries Program Office

1211 SE Cardinal Court Suite 100
Vancouver, WA 98683
(360) 604-2500

Recipient Office Name:City of Portland, Bureau of Environmental
Services

1120 SW 5th Avenue Room 1000
Portland, OR 97204-3713
(503) 823-7032

IV. PROJECT OFFICERS:FWS Project Officer:

Ron Rhew
1211 SE Cardinal Court Suite 100
Vancouver, WA 98683
(360) 604-2500
Ron_Rhew@fws.gov

Recipient:

Kaitlen Lovell
1120 SW 5th Ave Room 1000
Portland, OR 97204-3713
(503) 823-7032

V. ROUTING INFORMATION**a. RECIPIENT ADDRESS:**

When the agreement is ready to be mailed to the recipient for signature, to whom should it be sent?

City of Portland
Kaitlen Lovell
1120 SW 5th Ave Room 1000
Portland, OR 97204
(503) 823-7032
Email:

b. FWS ADDRESS:

To whom, at the field station, should the recipient return the agreement after they have signed?

CRFPO
Bob Haverkate
1211 SE Cardinal Ct
Vancouver, WA 98683
(360) 604-2519
Bob_haverkate@fws.gov

VI. PURPOSE/OBJECTIVE:

This agreement is being implemented in order to assist with design funds for the Glenwood Street and Bybee Blvd culvert replacement portion of the Crystal Springs restoration effort. The objective is to restore fish passage to urban streams in the City of Portland. This project will benefit the public by restoring and protecting public trust resources, including federally threatened and endangered species and inter-jurisdictional fish.

VII. BACKGROUND:

This award has been advertised on Grants.gov under program announcement number F12AS00426 and the applicable SF424 forms have been received from the Recipient.

The Grey to Green program is an ongoing effort to restore fish passage to urban streams in the City of Portland Oregon. The initial phase will remove 8 culverts in the Crystal Springs drainage. Working with Reed College, where work has been done on stream restoration, will provide an opportunity to connect children and the local community with their local environment. This spring fed system is also a thermal and flow refugia in the face of climate change impacts.

At present, partners with the City of Portland include the Army Corps of Engineers, Metro, Trimet, East Multnomah Soil and Water Conservation District, Reed College, Union Pacific Railroad, Stop Oregon Litter and Vandalism, Johnson Creek Watershed Council, Friends of Crystal Springs, Portland State University, Oregon Watershed Enhancement Board, and NOAA. While the Service has been involved with the process, we have not funded any activities associated with this program. To Date one project has been completed, five are scheduled for 2012, two for 2013, and two for 2014. Total expenditures to date have been:

Tenino culvert replacement, car port culvert removal and Umatilla culvert replacement: \$2,098,931 - Fully funded from City, Corps, Metro and NOAA. Construction is occurring this summer, 2012.

Eastmoreland Golf Course culvert to bridge: \$482,350 - Fully funded from City and East Mult. Soil and Water Conservation District. Construction is occurring this summer, 2012.

SE 28th: \$660,640 - Project was completed in summer 2010 with funding from City and Reed College. .

Crystal Springs nine Green Street storm facilities: \$450,000 total - We are in the design phase now. This project will be constructed after Westmoreland Phase 2 project, 2014.

Westmoreland Phase 2/Tacoma culvert replacement and Westmoreland Park pond to an emergent wetland: \$2.6 million, Fully funded from City, Corps, Metro, and Tri-Met. Currently we are at 95% design. Construction is scheduled for summer 2013.

The City of Portland is requesting help from the Service to fund , in part, design work for the two remaining culverts at SE Glenwood Street and Bybee Blvd. The estimated design cost are \$150,000, with the estimated construction cost at \$1.2 million. Construction costs are programmed in the City budget for 2014. No design funds have been identified. The City would like to reprogram the same construction dollars to design dollars and seek both match for design and construction (OWEB). The city is requesting matching funds from the Service in the range of \$50K to \$75K for the \$150K design. Attached is a map showing projects on board and completed, as well as an appendix that provides example final designs.

VIII. AUTHORITY:

This agreement between the U.S. Fish and Wildlife Service "the Service" and City of Portland, Bureau of Environmental Services "*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).

IX. FUNDING INFORMATION:

The Service will provide \$50,000.00 for the work identified in the attached proposal and budget for the project.

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.

X. PERIOD OF PERFORMANCE:

The period of performance of this agreement is from September 30, 2012 through September 30, 2017.

XI. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The Service shall:

1. Provide funding, in the amounts and methods specified, for the purpose of implementing the fish and wildlife habitat restoration project(s) identified in **Exhibit A**
2. Assist the Cooperator Project Manager and other cooperators, as needed, in preparing

project permit applications as required under local, state, or federal laws and regulations.

3. Retain final approval authority over all agreements under this Cooperative Agreement.

B. The Recipient shall:

1. Work cooperatively to carry out this agreement to participate in stream passage projects to be conducted on public or private lands that are approved by the Service.
2. Agree to provide to the Service, its agents, or assignees the right to enter the project area at reasonable times for habitat development and management purposes and to inspect completed work subject to notification of, and accompanied by, the Recipient.
3. The Cooperator's Administrative Manager must properly complete and submit a Request for Advance or Reimbursement Form (**Standard Form 270**) **for advances only**. Reimbursement requests must be submitted through an itemized invoice. Refer to **INVOICING/ACCEPTANCE PROCEDURES** in this Cooperative Agreement for additional advancement/reimbursement procedures.
4. The Cooperating Administrative and Project Manager(s) will be responsible for completing a project summary report for the project as outlined under **REPORTING REQUIREMENTS** in this Cooperative Agreement.
5. The Cooperating Administrative and Project Manager(s) must maintain proper books, records, and accounts of all specific project expenditures for the project. The Service or its designated representative must have the right to review the appropriate documentation to verify project expenditures upon a 30 day notice in writing from the Service.

C. Joint Obligations: The Service and City of Portland Bureau of Environmental Services shall work cooperatively with other agencies/groups in developing future Grey to Green passage projects which may be added to this agreement

The Recipient's 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 objectives:

The Grey to Green program is an ongoing effort to restore fish passage to urban streams in the City of Portland Oregon. The initial phase will remove 8 culverts in the Crystal Springs drainage. Working with Reed College, where work has been done on stream restoration, will provide an opportunity to connect children and the local community with their local environment. This spring fed system is also a thermal and flow refugia in the face of climate change impacts.

At present, partners with the City of Portland include the Army Corps of Engineers, Metro, Trimet, East Multnomah Soil and Water Conservation District, Reed College, Union Pacific Railroad, Stop Oregon Litter and Vandalism, Johnson Creek Watershed Council, Friends of Crystal Springs, Portland State

University, Oregon Watershed Enhancement Board, and NOAA. While the Service has been involved with the process, we have not funded any activities associated with this program. To Date one project has been completed, five are scheduled for 2012, two for 2013, and two for 2014.

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.

XII. REPORTING REQUIREMENTS:

The Recipient will submit quarterly **Interim Progress Report** of activities which occurred and provide a description of the project accomplishments from the start date of the agreement and ending date. Reports are due thereafter into the office of the Service no later than 90 calendar days after the project end date. Quarterly reports are due 30 days after the end of the reporting period. 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) statement explaining any problems or delays in meeting the agreement objectives 4) include efforts undertaken for problem resolution.

The Recipient will submit an annual **Interim Financial Report** of Federal expenditures and unobligated balances on a Federal Financial Report form (SF425) for the project period ending September 30, 2017. Reports are due into the office of the Service no later than 90 calendar days after the project end date. 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

Name: Ron Rhew

Address: 1211 SE Cardinal Court Suite 100

City/State/Zip: Vancouver, WA 98683

Phone: (360) 604-2500

Email: ron_rhew@fws.gov

FWS Administrative Officer

Name: Larry Fishler

Address: 1211 SE Cardinal Court Suite 100

City/State/Zip: Vancouver, WA 98683

Phone: (360) 604-2500

Email: larry_fishler@fws.gov

XIII. INVOICING/ACCEPTANCE PROCEDURES:

- A. Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. The USFWS agreement for this award is the Account ID in ASAP for this award. The ASAP Help menu provides general information on payments. Select the Payment Requestor Tutorials Help menu option to walk through how to request funds or request the "ASAP Initiation Payments" PowerPoint from your USFWS Project Officer, as identified on page one of the award. The USFWS has a

website to help answer frequently asked questions concerning ASAP
http://wsfrprograms.fws.gov/Subpages/FAPO/Service_Grants.htm.

Refer to the ASAP help page at:

http://wsfrprograms.fws.gov/Subpages/FAPO/Service_Grants.htm to answer frequently asked questions.

- 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 A-87 (Cost Principles for State, Local, and Indian Tribal Governments) OMB Circular A-133 (Single Audit Compliance) shall be refunded 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. Provide a courtesy copy of your invoices and the back-up information pertaining to your drawdown in ASAP. The budgeted amounts, in this agreement, will be monitored monthly compared to expenditures that are being drawn down. Please submit courtesy copies of your invoices to the Cooperative Agreements Specialist at the following address:

Robert Haverkate
1211 SE Cardinal Court Suite 100
Vancouver, WA 98683

XIV. APPLICABLE REGULATIONS/POLICIES:

The Recipient must submit with this agreement assurances as listed on SF 424B-Assurances Non-Construction. In addition to the assurances, acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and to comply with applicable terms and conditions of the award. Per Acceptance is defined as starting work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the USFWS. Awards are subject to the **applicable** terms and conditions incorporated either directly or by reference in the following:

- Program legislation, regulation, and provisions
 - 305 DM 3, Integrity of Scientific and Scholarly Activities
- Code of Federal Regulations(CFR)/Regulatory Requirements:
 - 2 CFR Part 25, Central Contractor Registration and Data Universal Numbering System
 - 2 CFR Part 170, Reporting Subawards and Executive Compensation
 - 2 CFR Part 1400, Government-wide Debarment and Suspension (Nonprocurement)

- 2 CFR Part 175, Trafficking Victims Protection Act of 2000
- 43 CFR 43 Government wide Requirements for a Drug-Free Workplace
- 48 CFR Part 31.2 - Contracts with Commercial Organizations
- 48 CFR Part 52.215.2 - Audit and Records – Negotiation
- 43 CFR 12(A), Administrative and Audit Requirements and Cost Principles for Assistance Programs
- 43 CFR 12(C), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government
- 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs
- 43 CFR 18, New Restrictions on Lobbying
- 43 CFR 12(F), Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

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

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

A. 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. The Recipient and Sub grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources
- 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
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps as listed

XV. TERMINATION:

This agreement may be terminated by any party following 90 days written notification to other

party(s). For material or convenience failure, termination may occur according to A-102.44 (State, local government and Indian tribal government entities).

XVI. 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.

XVII. 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.

XVIII. RELATED ATTACHMENTS:

Exhibit A: OMB Budget

Agreement No. F12AC01597

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: *John A. Callum*
Title: (Assistant Regional Director, Fisheries)

Date: 9/18/2012

FOR THE RECIPIENT:

By: Signature: _____
Title: _____

Date: _____

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: *A. Amett*
Contracting Officer FWS # 1-P735

Date: 09.17.12

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. Fisheries	15.608	\$ 50,000.00	\$	\$	\$	\$ 50,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 35,910.00	\$	\$	\$	\$ 35,910.00
b. Fringe Benefits	5,081.27				5,081.27
c. Travel					0.00
d. Equipment					0.00
e. Supplies	31.23				31.23
f. Contractual					0.00
g. Construction					0.00
h. Other	3,591.00				3,591.00
i. Total Direct Charge (sum of 6a-6h)	44,613.50	0.00	0.00	0.00	44,613.50
j. Indirect Charges	5,386.50				5,386.50
k. TOTALS (sum of 6i and 6j)	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00

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

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$ 0.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8 - 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. NonFederal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: 44613.50	22. Indirect Charges: 5386.50
23. Remarks:	