

BUSINESS & COMMUNITY SERVICES

150 BEAVERCREEK ROAD OREGON CITY, OR 97045 www.clackamas.us/bcs LAURA ZENTNER, DIRECTOR

October 22, 2020

Board of County Commissioners Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement (IGA) between Clackamas County and Clackamas Community College to provide scholarships to students in the last year of their education program

Community College to	provide scholarships to students in the last year of their education program
Purpose/Outcomes	Approve an IGA between Clackamas County and Clackamas Community
	College (CCC) that provides \$100,000 to the college so they can provide
	scholarships to remove economic barriers to students in the last year of their
	education program so they can successfully graduate and be equipped to
	enter the workforce.
Dollar Amount and	Clackamas County Business and Community Services (BCS) will provide
Fiscal Impact	\$100,000 in lottery dollars to CCC so they can provide scholarships to
	students nearing program completion and workforce entry.
Funding Source	\$100,000 in Clackamas County Lottery dollars currently budgeted in BCS'
	budget. These dollars are part of the \$500,000 diverted from the Land Bank
	Authority for COVID-19 Small Business Support.
Duration	Upon execution through the completion of the program, or August 31, 2021,
	whichever comes sooner
Previous Board	BCS briefed the Board of County Commissioners on the concept for this
Action	program during Administrator's Issues in April 2020 and again on
	September 29, 2020. This program is a part of the total COVID-19 Small
	Business Support Package.
Strategic Plan	1) This IGA supports the BCS goal of ensuring an adequately trained
Alignment	workforce is available to fill family wage jobs by assisting students in the
	last year of their education program and removing economic barriers so
	they can graduate and be equipped to enter their chosen field.
	2) This IGA supports the County strategic priority of Growing a Vibrant
	Economy by providing scholarships that provide support to students so
	that by 2024, 80% of employers within targeted clusters surveyed will
	report that an adequately trained workforce is available to fill their family
	wage jobs.
County Counsel	County Counsel Review Date: October 13, 2020
Review	Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No
	This agreement is an IGA, therefore is not subject to Procurement oversight.
Contact Person	Laura Zentner, BCS Director (503) 742-4351
	Sarah Eckman, BCS Deputy Director (503) 742-4303
Contract No.	BCS does not assign a contract number to this agreement.

BACKGROUND:

Business and Community Services has developed a program with Clackamas Community College (CCC) to provide scholarships to CCC students who are in the last year of their education program. This program is one element of the overall COVID-19 Small Business Support package that BCS put forward in response to the COVID-19 Pandemic. It supports the local small business community and workforce needs, supporting the overall economy of Clackamas County.

The scholarship awards will remove economic barriers so college students can complete their programs and enter the workforce with skills needed for success. This program will mobilize students who will meet workforce needs of employers in the county.

CCC will identify up to 50 students enrolled in their last year of their program. Awards of up to \$3,000 per student will be made and provide assistance in up to four areas: Paid Internships/apprenticeship, tuition and fees, tech tools and uniforms for hire and childcare needed for education completion.

Providing this assistance to CCC students will allow many students to graduate who may not have otherwise been able to given economic constraints. These students entering the workforce will increase the adequately trained workforce in Clackamas County.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the IGA with CCC and authorize the BCS Director, Laura Zentner, or Deputy Director, Sarah Eckman, to sign on their behalf.

ATTACHMENT:

Intergovernmental Agreement between Clackamas County and Clackamas Community College

Respectfully submitted,

Laura Zentner

Laura Zentner, CPA

Director, Business & Community Services



BUSINESS AND COMMUNITY SERVICES NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building 150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

October 22, 2020

Board of County Commissioners Clackamas County

Members of the Board:

Approval of Subrecipient Agreement between North Clackamas Parks and Recreation District (NCPRD) and North Clackamas Watersheds Council (NCWC) for the North Clackamas Park Restoration and Watershed Action Plan Project

Purpose/Outcome	Approval of a Subrecipient Agreement between NCPRD and NCWC to fulfill obligations within the WES River Health Stewardship Grant for the North Clackamas Park Restoration and Watershed Action Plan Project.			
Dollar Amount and Fiscal Impact	NCPRD will administer the grant funds, \$29,955 from WES. NCWC will assist NCPRD in performing enhancement work on NCPRD property and completing the Watershed Action Plan Project. NCPRD Natural Areas Program is committing staff time as match and agrees to long-term maintenance of improvements made on NCPRD property.			
Funding Source	WES River Health Stewardship Grant - \$29,955			
Duration	Subrecipient agreement with NCWC expires June 30, 2021			
Previous Board Action/Review	A Grant Life Cycle Form related to this subrecipient agreement was approved on April 16, 2020			
Strategic Plan Alignment	 The work performed with this grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. The work performed with this grant funding will further support Good Governance by leveraging state funds and local partnerships with the cost savings being transparent in the budget. 			
Counsel Review	County Counsel Review Date: August 6, 2020. Counsel Initials: JDM			
Procurement Review	 (Please check yes or no for procurement review. If the answer is "no," please provide an explanation. Acceptable explanations are as follow: item is an IGA, item is a lease, item is a non-binding MOU, item is a grant. Unacceptable explanations are leaving the section blank, providing N/A or similar statement with no explanation) 1. Was the item processed through Procurement? yes □ no X 2. If no, provide brief explanation: Item is a subrecipient grant contract 			

Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Trails and Natural Areas, 503-742-4357
Contract No.	BCS/NCPRD-20-001

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, manages natural areas with a focus on both access for our residents and protection and enhancement of habitat for wildlife. This project will focus on improving riparian and upland habitat within North Clackamas Park in Milwaukie. In addition, this project further supports the NCWC Watershed Action Plan Project. NCWC has received other grant awards in addition to NCPRD funding to support the completion of the Watershed Action Plan Project. NCWC, WES and NCPRD have a mutual interest in controlling invasive plants, replanting natives and improving habitat for Endangered Species Act listed fish species in the lower and upper Willamette River watershed. The North Clackamas Park Restoration and Watershed Action Plan Project will help meet these common goals and improve the health of these watersheds.

RECOMMENDATION:

Staff recommends Board approval of the Subrecipient Agreement between NCPRD and NCWC and authorize the Business and Community Services Director or Deputy Director to execute all documents to effectuate the same.

ATTACHMENTS:

- 1. Subrecipient Agreement
- 2. Approved Grant Lifecycle Form

Respectfully submitted,

Laura Zentner, Director

p.p. Sarah Eckman

Business and Community Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT BCS/NCPRD-20-001

Program Name: NCPRD_Stewardship_NCP_WAP 20-21

Program/Project Number: 431000-

FEIN: 27-1160027

This Agreement is between Clackamas County, Oregon, acting by and through its

Business and Community Services (COUNTY) and North Clackamas Watershed Council (SUBSUBRECIPIENT), an

Oregon Non-profit Organization.

	<u> </u>
COUNTY Data	
Grant Accountant: Elizabeth Gomez	Program Manager: <i>Tonia Williamson</i>
Clackamas County Business and Community Services	Clackamas County Business and Community Services
NCPRD Finance Manager	NCPRD Trails and Natural Areas
150 Beavercreek Rd.	150 Beavercreek Rd.
Oregon City, OR 97045	Oregon City, OR 97045
(503) 742-4352	(503) 742-4357
(Egomez@ncprd.com)	(twilliamson@ncprd.com)
SUBRECIPIENT Data	
Finance/Fiscal Representative: Same	Program Representative: Neil Schulman
North Clackamas Watershed Council	North Clackamas Watershed Council
2416 SE Lake Rd,	2416 SE Lake Rd,
Milwaukie, OR 97222	Milwaukie, OR 97222
(503) 550-9282	(503) 550-9282
neil@ncwatersheds.org	neil@ncwatersheds.org

RECITALS

1. Business and Community Services - North Clackamas Parks and Recreation District would like to form an agreement with the North Clackamas Watershed Council to receive habitat restoration services and project prioritization recommendations. NCPRD is a small Parks and recreation provider managing hundreds of acres of natural area habitat. NCPRD partners with many different agencies and groups to accomplish goals. Water Environment Services (WES) completed a Watershed Action Plan (WAP) for this service district in 2009. That document provided substantial analysis and background about the issues facing our watershed health. The WES WAP (2009) also listed priority projects and details about actions that were recommended by stream reach. This WES WAP document has been reference by NCPRD when apply for grants, and formulating investments at NCPRD sites. NCPRD has also collaborated with WES and the local North Clackamas Watersheds Council to implement projects that were prioritized in the WES WAP (2009). The result is that NCPRD was able to rely on the expertise of WES and their guiding document to prioritize projects and actions that met both agencies goals. For example, NCPRD and WES partnered to implement a project at North Clackamas Park (NCP) that accomplished several goals within the WES WAP (2009) and the NCPRD NCP North Side Plan. This project enhance habitat elements and provided two overlook education opportunities in the park along with a soft surface trail and bridge. The WES WAP (2009) is now over 10 years old.

North Clackamas Watersheds Council Local Grant Agreement – BCS/NCPRD-20-001 Page 2 of 15

- 2. [The Local North Clackamas Watershed Council proposed and has been awarded some grant funding to create the Councils first Watershed Action Plan. The service area of the NCWC's WAP both overlaps with WES but also includes some areas of NCPRD's district that WES's WAP did not cover. This is an excellent opportunity for NPRD to provide support to this project to gain understanding of the issues and recommended projects and action items that can help improve NCPRD's site's health, while not having to create a standalone NCPRD WAP by ourselves. Supporting the NCWC WAP process is mutually beneficial and sound was to use government resources. NCPRD has a staff member on the NCWC board and who is the chair of the restoration committee. WES, the city of Milwaukie, Oak Lodge Water Services District and other local jurisdictional all support this local non-profit to work on, mutual goals and accomplish mutual benefits.]
- 3. [WES River Health Stewardship Grant Program supports community groups, businesses, and property owners who want to improve the health of watersheds within surface water areas served by Clackamas County Water Environment Services. WES funding will support the creation of the NCWC watershed action plan and to implement habitat restoration at North Clackamas Park (NCP). The Watershed action plan is also partially funded by NCPRD and will be used by NCPRD to help prioritize restoration actions on NCPRD property. NCWC will 1. Contact NCPRD staff member to allow NCPRD the opportunity to review and comment on all parts of the planning process. This includes but is not limited to; creation of the Scope of Work for the phased elements, final contract, draft plan elements (three phases), data and mapping, etc. NCPRD staff representative is co-leading this project. If NCWC no longer wants NCPRD's support NCWC will notify NCPRD as soon as possible. 2. Listing NCPRD and its logo as a project supporter in all marketing and materials produced as a product of the project. NCPRD marketing staff will provide NCPRD design guidelines as needed. 3. Providing NCPRD access to all material produced in relation to the project including: Data (including GIS), notes, and final documents. Documents and data will be shared as products are completed or within 30 days after completion, 4. Provide NCPRD the rights to use the project information to produce internal documents and prioritization that relates to NCPRD sites (if needed and would be mutually beneficial to NCWC). The NCP restoration work will be led by NCPRD staff, however, NCWC will subcontract a restoration professional service to implement the restoration method and techniques in the field (weeding, planting, etc.) as outlined in the WES NCPRD RHSG 20-21 application and budget within Exhibits A.
- 4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.

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- 3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Clackamas Water Environment Services Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in <u>WES grant guidelines</u>.
- 4. **Grant Funds**. The COUNTY's funding for this Agreement is the **WES River Health Stewardship Grant NCPRD_Stewardship_NCP_WAP 20-21** issued to the COUNTY by Clackamas Water Environment Services. The maximum, not to exceed, grant amount that the COUNTY will pay is \$29,955.

5. Disbursements.

This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit C: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

- 6. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
- 8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
- 10. **Administrative Requirements**. SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the

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requirements and objectives at the end of the period of performance must be returned to the County within 15 days.

- c) Budget. SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit A: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) Allowable Uses of Funds. SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the WES River Health Stewardship Program.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) Match. Matching funds are not required for this Agreement.
- g) Payment. Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit C: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) Performance and Financial Reporting. SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit B: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit C: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) Audit. SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) Monitoring. SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, WES, or the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) Record Retention. SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- I) Failure to Comply. SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) Public Policy. SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at http://www.clackamas.us/code/), which are incorporated by reference herein. [IF STATE FUNDED, PASS THROUGH APPLICABLE STATE CONTRACTING RULES, PER YOUR GRANT AWARD.]
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to

conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) Indemnification. SUBRECIPIENT agrees to indemnity and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) Insurance. During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below or as found in the WES River Health Grant Program Guidelines.
 - 1) Commercial General Liability. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability**. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) Professional Liability. If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) Additional Insured Provisions. All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, NCPRD its agents, officers, and employees" as an additional insured, as well as Clackamas Water Environment Services but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 7) Insurance Carrier Rating. Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated Aor better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to NCPRD. No agreement shall be in effect until the required certificates have been received, approved, and accepted by NCPRD. A renewal certificate will be sent to NCPRD 10 days prior to coverage expiration. NCPRD grant accountant or program manager.
- 9) **Primary Coverage Clarification**. SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 10) Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- 11) **Waiver of Subrogation**. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) Independent Status. SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) Governing Law. This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability**. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries**. Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration**. This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

North Clackamas Watersheds Council Local Grant Agreement – BCS/NCPRD-20-001 Page 9 of 15

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON	NORTH CLACKAMAS WATERSHEDS COUNCIL
By:Chair	By: Joseph Edge, Board Chair Dated: 08-13-2020
Dated:	Dated:
By: Recording Secretary	
Dated:	
Approved to Form	
By:County Counsel	

- Exhibit A: Approved SUBRECIPIENT Application
- Exhibit B: Performance Reporting
- Exhibit C: Request for Reimbursement

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EXHIBIT A APPROVED SUBRECIPIENT APPLICATION

Attached at end of North Clackamas Watersheds Council Local Grant Agreement – BCS/NCPRD-20-001

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EXHIBIT B PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE -

MONITORING AND REPORTING REQUIREMENTS

Grantee shall complete WES's Reporting Forms (Exhibit B) and submit by June 30 2021. Forms shall be populated with initial information about the project and updated when the project is completed with accurate information. In addition, ACRES OF NEW AREAS PLANTED and/or NUMBER OF EVENTS (including field trips) shall be reported on a quarterly basis.

EXHIBIT B (FROM WES GRANT CONTRACT) RIPARIAN RESTORATION AND ENHANCEMENT REPORTING FORM

Project Name: Tax Lot No	
Area of NEW planting (not maintenance):	ac.
Project Info:	
Fiscal year for activities (e.g. 2020-21)	
Stream/Tributary	
Watershed Action Plan Priority Rating (H, I, M or NA)	
Approx area worked on, acres	
Length of stream worked on, linear feet	
Left bank, right bank, (looking downstream) or	
both	
Width-left bank	
Width-right bank	
Landowner n	name and
address	
Landowner contact and agreement obtained: Y	esNoAttached: Yes No
Attach map and site plan showing creek & extent of work area, num	ber and locations of LWD or other habitat features, and photos
	worked on, and shape file if possible. May use
nttps://gis.oregonmetro.gov/metrom	
Focus of restoration activities: Use (M) for Majo	
Riparian vegetation planting: Other:	Instream: Cleanup: Erosion:

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Invasives	removed	· /	_	Dominant	invasive
Removal		used:		Herbicides	used:
			.	1 1	
		Moderate:			X7. 4
Maintenance v Other	7181t: Year 0	Year IYe	ar 2_	Year 3	Year 4
(Note: Year 0 n	- neans year plants we	ere installed, Year 1 i	means	first year after plant	ing.)
Maintenance	, -				type
performed:					
				er grant agreement): _	
Natives Plante	ed: (list species, num	bers, and form-bare	root o	r container, etc.)	
Trees			No.	Density or spacing	Size/form
		Total # trees			
Shrubs					
		Total # shrubs			
Herbs					
		Total # herbs			
Seeds-speci	es		lbs.	or % composition	
		Total lbs. seed			
	ls such as coffee encing, signage, etc.	bags, geotextile, s	stakes,	browse protection	, mulch, soil
Material	enemg, signage, etc.			Approximate numbe	r or amount
Iviaterial				Approximate numbe	1 Of afficult
List any sahas	Is that nauticinated	if any			
LIST AHY SCHOOL	ls that participated	, 11 ally			

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V	ol	un	te	er	S	•
•	V.	uII	··	u	v	

No. of volunteers	Total donated		
	hours		
# of volunteers in I	District zip codes:	% of volunteers in District zip	
		codes:	

Monitoring Results:

% survival	%	weed	%	bare	Other results or performance standards
	cover		soil		

Planned accomplishments or recommendations for future work on this site:

Estimate for future maintenance: approx. \$ per	
year	
Estimate for future maintenance: approx. # of	
years	

Lessons Learned (how will management activities change based on results to date, what worked well, how to respond to unanticipated conditions, advice for those undertaking similar work, changes from original scope of work, etc.):_____

Photographs: Please provide representative samples of digital photos taken for District projects and indicate which can be used in District publications and websites.

North Clackamas Watersheds Council Local Grant Agreement – BCS/NCPRD-20-001 Page 14 of 15

2020-21 EDUCATION & OUTREACH REPORTING FORM Project Name: _____ Organization Name: _____ Project Info: Watershed Total number of educational events, community presentations, and public tour participants **Activities:** Public outreach events ____ Educational events or tours for general public_____ Educational events for students and/or teacher training _____ Other (describe) For Public Outreach/Ed/Tabling/Online Events: Name of Event Date Brief description of event No. of attendees in WES service district or WES district zip codes No. of community presentations or tours, online or in person No. of tour or online participants

For School (Student/Teacher Education):

Names of schools	
No. of students or no. of attendees	
No. of educational events or online sessions	
No. of volunteers	

Please submit copies of the following items with reporting:

- 1) Sign-in sheets, marketing materials, media releases, media articles, newsletter articles about the project as well as newsletters, marketing materials, web pages, etc. where the WES logo was used.
- 2) Digital photos taken and indicate which can be used in WES publications and websites.
- 3) Please provide assurance that landowner agreements were in place, if needed.
- 4) Meeting notes or other applicable records.

EXHIBIT C REQUEST FOR REIMBURSEMENT

PAYMENT

The Grantee shall submit reimbursement requests for work associated with meeting the WES RHSG scope of work. Reimbursement requests must be submitted at least quarterly and shall not be submitted more frequently than once a month. To request reimbursement, the Grantee will submit the following:

- Invoice, with costs shown by category.
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward any match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that District should know about (if applicable).
- Acres of new areas planted shall also be reported on a quarterly basis. For outreach and education projects, number of events or field trips shall be reported quarterly.

All reimbursement requests should be sent to NCPRD at the following address: Via email: Preferred- to NCPRD Grant Accountant and Program Manager EGomex@ncprd.com and TWilliamson@ncprd.com

NCPRD

ATTN: RiverHealth Watershed Stewardship Grant 150 Beavercreek Rd Oregon City, OR 97045

Payment for this Agreement shall not exceed the amount stated in the Agreement and shall meet the stated match requirements (if applicable) in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by NCPRD are not eligible for reimbursement. Payment shall be made by NCPRD on a Net Thirty (30) day basis upon approval of reimbursement request.

FINAL REPORT

One electronic copy of the WES's Reporting Forms (<u>Exhibit B- WES RHSG</u>) with all applicable information completed for every site worked on under this Agreement will be due upon project completion.



APPLICATION FORM

2020-21 Watershed Stewardship Program Cover Sheet

PLEASE READ THE PROGRAM GUIDE before completing your proposal for required documentation.

This Cover Sheet must be completed in full and submitted with narrative, budget and supporting documents. Please complete the information below using no more than two pages.

Applicant Information

Section 1: Project Coordinator				
Project Coordinators Name:				
Coordinator's Organization				
Mailing Address:				
Phone Number:	Email:			
Section II: Fiscal Agent				
Fiscal Agent Contact Name:				
Fiscal Agent/Organization:				
Organization Mailing Address:				
Phone Number:	Email:			
Project Information				
Project Name:				
Total Amount of Funds Requested ((maximum d	of \$30,000):		
Project Location (address or closes	t street and	cross street):		
Please indicate the watershed(s) wh	nere this pro	oject is located:		
□ Kellogg Creek □	Mt. Scott	Creek		Johnson Creek
☐ Sieben Creek ☐	Cow Cree	k		Rock Creek
Project Category (check all that apply		Ctormwater foo	turo	/navament removal
□ Riparian or wetland restoration□ Education/outreach		Stewardship of		/pavement removal
□ Waterway clean-up		Scientific or eng		



APPLICATION FORM

Provide a one-paragraph summary that describes your project:

For restoration projects, please fill in relevant information:

Area to be worked (ac. or s.f.)

Length of stream to be worked (I.f.)

For Educational projects:

Number of classes to participate

Number of classroom visits

Number of outdoor site visits

Note: Please attach this cover sheet to your project narrative and budget. Follow instructions on pages 7 to 9 of the Program Guide

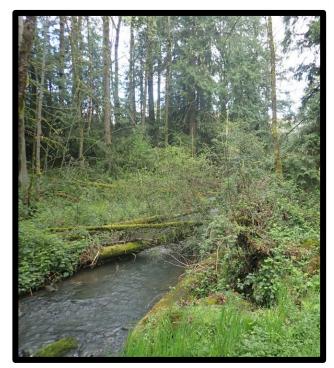
<u>RiverHealth Stewardship Program (RHSP) Proposal – North Clackamas</u> <u>Watershed Stewardship Initiative</u>

April 25, 2020

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Cover Sheet

- A. Project Narrative
- B. Project Timeline
- C. Budget
- D. Supporting Documents
 - a. Site maps
 - b. Photos
 - c. Letters of support
 - d. Landowner Agreements







A.) Project Narrative - Northern Clackamas Watershed Stewardship Initiative

1) Project background:

a) Describe the need, issue or problem that this project seeks to address.

Since its inception in 1990, North Clackamas Parks and Recreation District (NCPRD) has provided high quality parks and recreation services to residents in North Clackamas County. NCPRD managed natural areas and parks encompass some of the few remaining natural areas along Mt. Scott and Kellogg Creeks. Due to our small staff and the potential benefits to water quality and habitat, we are teaming with the North Clackamas Watersheds Council (NCWC) and other partners to plan and implement the three propose projects within this application.

NCPRD identified the North Clackamas Park property as a priority area for restoration because of the presence of several invasive species with the potential to invade the site (see attached pictures), opportunities to engage with partners and citizens, the connection to previous restoration efforts and the prioritization within the WES Watershed Action plan. This property is located in the Mt. Scott Creek reach MS1. Resources have been invested by WES, NCPRD, Metro, OWEB, and NCWC within this area. The WES Watershed Action Plan (WAP) for Kellogg and Mt. Scott Creeks (June 2009) lists this reach as a high priority. The recommended management strategy for this reach includes increasing riparian shade and riparian structure by adding trees and shrubs. In addition, controlling invasive species is also a priority. The restoration of this section of MSC within this larger property will increase habitat quality and connect with many citizens through project partners, events etc., as are allowed during and after COVID restrictions lift.

The Kellogg/Mt. Scott watershed has often been overlooked in regional conservation planning and prioritization of community investment. In addition, our local watershed council, NCWC, does not have funding for base operations from OWEB, which making it difficult to implement non grant related projects like an annual watershed wide cleanup event, like neighboring OWEB supported councils like Johnson Creek and Clackamas River Basin Councils. The Kellogg -Mt Scott watershed is located within a highly urbanized part of Clackamas County, which means the unfortunate accumulation of trash is a chronic problem. The watershed wide cleanup event has been a great opportunity for community engagement and increased stewardship to improve water quality and to engage residents and local employees in sites that they often do not know exist

Tributaries to the Lower Willamette River provide vital rearing habitat and cold-water refugia for ESA-listed salmonid populations, including the Clackamas River Fish Populations and stocks migrating to and from the Upper Willamette and its tributaries. However, watershed plans are dated (WES K-MSC 2009) and for other drainages, little to no watershed planning or project prioritization has occurred. NCWC, in partnership with the Clackamas Partnership and local jurisdictions, is currently creating a Watershed Action Plan (WAP) that consolidates existing information about watershed conditions and limiting factors to salmonid populations, establishes criteria for prioritization of most impactful projects, and identifies top priority projects.

b) Described what has been done on the project to date and where is the project located.

Restoration:

NCPRD and the City of Milwaukie own North Clackamas Park taxlots, over 40 acres. NCPRD manages the site. The project area is within the larger Kellogg -Mt Scott Creek (MSC) Watershed. The site includes both MSC and a smaller tributary, Camas Creek. Past OWEB grants have been implemented in NCP, including the enhancement of a backchannel alcove on MSC and another project to enhance instream habitat and provide education access opportunities to visitors, led, mostly funded and implemented by WES. This project does not include the project area that WES implemented, but does include much of the riparian corridor along Camas Creek, Camas Creek wetland, and riparian zone along MSC at the west end of the property. Camas Creek provides 1000 feet of cold water refugia habitat for native aquatic species at near the confluence of with MSC. During higher water, the whole north side of NCP is valuable floodplain habitat and provides flood attenuation to urbanized areas of the watershed downstream. This site is one of a "string of pearls" within the watershed where the water can spread out over the floodplain, native fish can rest in slower moving water, hide in vegetation and near large wood and exploit available food resources in MSC, building strength for upstream migration, spawning, or outmigration

NCPRD staff has worked with volunteers to enhance the habitat within these riparian areas by hosting working parties for invasive plant removal and native planting. This project would build upon previous work by NCPRD and focus on removing invasive species and planting native plants to enhance the riparian habitat. On the very west side of the property, NCPRD used to mow the grass into the HCA riparian area. NCPRD has stopped mowing the grass several years back, and some revegetation has started. We will be continuing to replanting this area with native vegetation to reestablish the natural function of the riparian area. There is a soft surface trail (just outside of the HCA); this work will enhance educational access opportunities and public awareness. When NCPRD and WES implemented the project in 2012 we obliterated many social trials in this area that provided visitors access to the river. This was done to stop erosion potential within the riparian area. This current combined project will be welcome by visitors, a natural trail adjacent to a healthy riparian area. NCPRD staff regularly monitor the natural areas for weeds, but also to note and perform needed adaptive management if we notice off trail impacts. The project success will be ensured by continuance of this regular maintenance. This project is consistent with all foreseeable future uses. NCPRD staff will help maintain the enhancements into perpetuity.

Watershed Cleanup

NCPRD and NCWC hold volunteer cleanup and stewardship events several times a year at different locations across Kellogg and Mt. Scott watersheds. NCPRD also does regular trash removal on district owned and managed properties. However, due to high urbanization, rates of homelessness and utilization of natural areas for recreation the amount of trash in these systems is beyond the scale that NCPRD can remove on their own. This will be the third time NCPRD partners with NCWC to successful host the annual Watershed Wide Cleanup and Stewardship event. The previous two events have each attracted at least 55 volunteers each, garnered positive earned media coverage, and cleaned and stewarded five sites. We will engage the community to help remove large amounts of trash and build individual's stewardship and ownership of the creeks and natural areas. NCPRD and NCWC plan to host the third annual Watershed Wide Cleanup and Stewardship Event in the Mt. Scott and Kellogg Creek watershed either in the fall of 2020 or Spring of 2021, depending on COVID restrictions.

Watershed Action Planning:

NCPRD is invested in the success of the local watershed council NCWC. NCPRD staff have been a member of the NCWC Board since inception, and staff have lead the restoration committee for years in the past. More recently, NCPRD staff have re-taken on the role as chair of the restoration committee to guide the success of the Council's first watershed action plan covering NCWC's entire service area Watershed action planning is vital to both NCWC and NCPRD. NCPRD does not have a stand-alone watershed action plan to guide restoration of our sites; therefore partnering with local agencies such as WES and the local watersheds council to understand the watershed conditions and prioritize actions is critical. NCPRD has obligated \$10,000 in funding to help NCWC implement this watershed action planning. NCPRD is also a member of the Clackamas Partnership as an implementing partner. The Watersheds Action Plan covers the Kellogg Mt Scott Creek watershed and several smaller tributaries of the Willamette including Rinearson, Boardman and River Forest creeks, as well as the Willamette from the mouth of Rinearson Creek to the mouth of Kellogg Creek.

The current NCWC WAP process has at this time has garnered good grant support and already completed the watersheds assessment phase. The watershed assessment included background review, field surveys, data analysis and report. WES staff have been participating as reviewers and key partners on this process/

2) Watershed Action Plan Priority: Describe what goals that you hope your project will achieve. How do your project goals relate to the goals of the WES Watershed Action Plans?

NCPRD and NCWC propose to partner on this project to achieve the following goals:

Restoration:

- Improve habitat and water quality for Mt. Scott Creek and Camas Creek
 - By removing invasive plants and trees in the project area and planting and maintaining native plant species, NCWC and NCPRD will be increasing the habitat condition, cover and biodiversity of the riparian and upland habitats and will improve the riparian ecosystem to increase stream shade and support bank stability. (# acres, linear feet of riparian zone, desired plant communities?)
- Improve the connectivity of Mt. Scott Creek restoration projects.
 - This project is located in North Clackamas Park Area between the confluence of Kellogg and the 224 Culvert. WES implemented a major instream project at this site in 2012 and NCPRD implemented several smaller projects including a backchannel enhancement project and other smaller riparian projects.
 - o Enhancing habitat in this location is an important step towards restoring a contiguous and functioning Mt. Scott Creek corridor stretching from X to Y.
- Ensure successful restoration project maintenance
 - This project provides a unique security for WES's investment because of both NCPRD's and NCWC's proven commitment to site maintenance. NCPRD staff will maintain the site with regular invasive plant removal, which will allow the native plantings to become established, increasing native cover, shade, and buffer width at the site.

This property was selected because of its WAP priority classification, NCPRD ownership, and need of restoration to improve water quality. Potential restoration actions outlined in the Watershed Action Plan include increasing riparian corridor cover and function. This project will directly improve the riparian health and would indirectly lead to increased shade and natural recruitment of LWD by increasing streamside tree cover. Available data indicate good to fair conditions in reach MS1. Specific actions from the WAP that are addressed by this plan include:

- D5- Improve Riparian Buffer with Private Landowners and Partners. This project will result in an increase in riparian tree canopy leading to more shade, lower stream temperatures, and in the future, increased woody debris.
- D17- Targeted Invasive Species Management. The portion of this reach has non-native invasive species like Himalayan blackberry, Japanese knotweed, Lesser celandine, and others. This project proposes to treat these infestations using integrated pest management techniques.

Watershed Cleanup and Education Program Development:

- Increase community engagement of stewardship of public lands
 - Plan and implement a third annual Watershed Wide Cleanup and Stewardship event for Kellogg and Mt. Scott Creeks (and several Willamette River subwatersheds as supported By OLWSD and the City of Milwaukie) in early fall of 2020 or spring of 2021. NCPRD and NCWC will form partnerships with other groups and agencies to help sponsor this event. In addition, NCPRD,NCWC, and SOLVE recruit community volunteers to help with the cleanup event. The goal of this event is not limited to cleanup: we also have the goal of education, building an ethic of stewardship, and will, and we will have space for tables for partners to hand out educational materials. Furthermore, the COVID situation has created a pent-up demand for community connection: when restrictions are lifted, we will provide an opportunity for community members to come together in nature.
 - NCWC and NCPRD will also organize a volunteer event to engage neighbors and community members in the restoration of Mt. Scott Creek at the NCP site.
 NCPRD and NCWC plan to recruit a minimum of 15-20 community members to help work at the site.

Watershed Action Plan

- The WES WAP was completed in 2009. Data collected or used in analysis was collected prior to that time. The WES WAP is now over 10 years old. Although the WES WAP is still a very important guiding document, NCWC's success at funding and creating a watershed action plan that will propose priority projects is a vital update and next step. In addition, this WAP will have slightly broader topical and geographic focus that will complement the WES WAP, and fill gaps that the WES WAP did not address or that have changed in the interim. This action plan also provides other partners with an overarching guiding document and project proposals, including Milwaukie, OLWS, NCPRD and Gladstone. While these entities manage storm water and watershed actions in their own jurisdictions, impacts and improvements to those areas are beneficial to WES and the watersheds both upstream and downstream.
- 3) Project Scope: Briefly describe the activities you will conduct or work products you will produce.

NCPRD and NCWC will engage in the following activities, which will produce the following work products:

Restoration:

- NCWC will perform outreach to neighboring landowners of NCP.
 - The momentum of this project, building to the success of the past projects will be a good example to show other property owners in the Mt. Scott Creek watershed
 - This momentum should lead to more property owners signing onto to NCWC's SSP, which is targeting the Mt. Scott Creek for a contiguous corridor of riparian restoration.
- NCPRD, NCWC, and a restoration contractor will create a restoration plan for the project area to most efficiently use resources for project success.
 - The plan will include a plant list for the project. The plant list will be made up of plants from the 2016 Portland Native Plant List.
- NCPRD staff, NCWC members, and a restoration contractor will perform site prep across the 4-5 acre project area (only a portion will be planted, including mechanical removal of invasive as well as herbicide application.
- NCPRD staff, NCWC members, a restoration contractor, and volunteers will plant native plants between October and March.
 - One or two volunteer workdays will focus on weed control, planting and/or plant maintenance.
- NCPRD staff and NCWC members, and a restoration contractor will continue to maintain all plantings for a minimum of three years or until the native plants have been established.
 - This includes spot herbicide application and mechanical removal of emerging invasive plants and replanting as needed.
 - o All work will be documented through before and after photos.

The project will restore riparian habitat in and along a portion of creeks/floodplain inhabited by ESA-listed salmon and steelhead, and other sensitive native aquatic species. In the project area, patches of reed canary grass, ivy, blackberry are inhibiting recruitment of willows, other native shrubs and other trees in the riparian area. In addition, dense grass in the west portion of the site project area along MSC are difficult for native trees, shrubs, and herbaceous materials to establish. English ivy is competing with understory species and climbing native trees, including Oregon ask and Oregon white oak. Other invasive species present on site include poison hemlock and garlic mustard. Native plant cover is low nearly absent, especially in the west portion of the site project area and does not provide quality habitat, including the needed food sources, shelter habitats, etc. for our local pollinators and wildlife.

Watershed-Wide Cleanup and Stewardship Event

NCWC and NCPRD will plan, promote and implement a watershed cleanup event in early fall or spring of 2018

- Establishing/maintaining relationships with partners and sponsors.
- Working with project partners to set up a date and time at a location that can hold and event like this (e.g. NCP) based on timing and COVID restrictions
- Coordinating the recruitment of volunteers, outreach about the event including fliers, earned media, social media, and work with partners such as SOLVE.

- Coordination with partners and identifying potential sites to cleanup (3-Creeks, North Clackamas Park, Mt. Talbert, Phillips Creek, Minthorn Wetlands, and others), including logistics for trash pickup, transportation and parking of volunteers etc.
- Creating maps and procuring supplies and materials
- o Coordinating the collection, weighing and disposal of trash.
- o Planning event setup, agenda, speakers, signup/liability forms, coffee/snacks before event, tabling space/set up for partners, safety talk, etc.
- Planning and implementing a social portion of the event for volunteers to celebrate their work and learn about the benefits of their efforts.
- Following up with participants to create lasting engagement in watershed stewardship, further volunteerism, etc. For instance, a volunteer from last year's event is now creating a newsletter for the watershed; a second is working on a GIS project to assess sub-demographics in the tributary watersheds.

Watershed Action Plan:

- Work with WES staff to determine a reasonable scope of work for the project (currently in progress).
- Second, work with consultants to determine a final scope of work and contract that meets the goals of the Council, partners and budget.
- Third, oversee the implementation of the plan by the consultant. Council
 members and partners will provide background materials, like the
 recommendations provided by consultants during the North Clackamas Park
 2012 project and Oak Bluff Project (some which were not recommended to
 move forward because of funding restrictions). WES staff, ODFW staff, other
 partners and Council members will review products and make
 recommendations.
- We will recommend that the consultant understand the status of WES programs and projects, and make recommendations of council can support both WES goals and goals of habitat enhancement that may not be within WES's ability to fund, but are mutually beneficial.
- 4) Describe the watershed health and community benefits expected from this project. How will your project benefit water quality, riparian habitats, public understanding of and engagement in watershed health? Is your project connected to another restoration project or protected natural area? How is it expected to positively impact watershed health?

Restoration:

The watershed and the broader community will both benefit from this project because of improvements in habitat and water quality. Controlling invasive species and planting a diverse variety of native plants will improve habitat and water quality by decreasing water temperatures through stream shading, filtration of run-off by riparian vegetation, and reduced streambank erosion, which is critical for fish and wildlife populations to rebound and thrive as well as limiting temperature, fine sediments, and toxins contained in the soil. Additional benefits include slowing run-off to improve creek hydrology and reduce channel hydromodification.

When COVID restrictions are lifted, volunteer events will offer community members an opportunity to see and participate in professional restoration activities in their neighborhood and come away with the training and inspiration to make a difference on their properties. The benefits of this project to watershed health that result are both immediate and long-term. This project is connected to other projects implemented nearby along Mt Scott Creek within several reaches of the WAP; improvements will be felt both in this protected natural area owned by NCPRD adjacent both upstream and downstream of other WES current investments.

Watershed-Wide Cleanup and Stewardship Event:

The third annual **Watershed-Wide Cleanup and Stewardship Event** has dual goals of improving watershed health and catalyzing community engagement and understanding of watershed health. We accomplish these goals through organization and implementation of a cleanup event that will remove trash from the creaks and improve water quality. The cleanup will be accomplished by volunteers. Event organizers will explain the impacts of trash from our creeks to improve water quality. We will also explain what other projects, such as the 3 Creeks project, are currently in the planning phase and will improve water quality. In addition, we will give information about other actions that people can do to further improve water quality, in their own backyards, businesses, and daily habits, as well as how they can participate in the work of NCPRD, WES, and the Council in the future.

This project is connected to several projects in the Kellogg-Mt Scott Creek watershed ,and we are excited to plan and host this important washed clean up event, building on the success of the past two years that have presented clear evidence of a hunger for hands-on involvement in our watersheds.

Watershed Action Planning:

This project will fill a vital gap in the recovery of salmonid species and improving water quality by:

- Providing an assessment of current conditions, priority projects, locations, and actions in priority reaches in the lower Willamette River and tributaries within the NCWC coverage area. In this context, the KMS watershed is critical to both local fish stocks and the larger Clackamas Fish population, which need both KMS and nearby Willamette tributaries as refugia habitat. This will also build upon recent investments have been made in improving fish passage:, removal of a dam at the mouth of Rinearson Creek (completed summer of 2018) and the future removal of Kellogg Dam at the mouth of Kellogg/Mt. Scott Creek (planning/coordination funds granted by OWEB and Patagonia) will provide a substantial increase in accessibility for both adult and juvenile rearing. habitat
- Providing a long-needed update supplementing the WES 10 year-old Kellogg Mt. Scott Watershed Action Plan (2009), including identification of specific projects.
- Enabling the Council and its jurisdictional partners (WES, OLWS, NCPRD, City of Milwaukie, City of Gladstone, City of Happy Valley, Clackamas County, Metro) to work cohesively and prioritize work for maximum benefit.
- Allowing priority projects to quickly proceed to design and implementation.

This project will take advantage of a critical time window due to a six-year funding period of the Clackamas Focused Investment Partnership (FIP) that has made increased funding available for restoration of the Clackamas fish population for the next six years. If the Council is able to complete the Watershed Action Plan and identify priority projects by early 2021, these priority

projects can then be integrated into FIP funding in the subsequent two biennia of OWEB funding for design and implementation. Additional funding opportunities will also be sought to ensure timely and effective implementation of priority habitat restoration and protection projects identified in the WAP.

5) List the partners and groups that have committed to working on your project and describe how they will be involved (volunteer labor, in-kind donations, technical assistance, etc.).

Restoration:

The North Clackamas Watersheds Council is NCPRD's primary partner on this project. We will partner to organize a volunteer event and document volunteer labor. NCPRD will provide inkind donations of supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPRD will provide natural area staff technical assistant. This project will also rely on NCPRD staff, NCWC members and volunteers, NCWC's restoration contractor, and volunteers for the implementation of the restoration work. NCWC's Executive Director will assist NCPRD staff and be responsible for scheduling, budgeting, community outreach and volunteer event planning. We, we are planning to apply for OWEB funding this fall to further expand the impact of this project. This component can occur whether or not COVID restrictions are lifted, as it does not require large volunteer events: however, but NCPRD and NCWC have committed volunteers who are eager to help following social distancing requirements.

Watershed-Wide Cleanup and Stewardship Event:

The North Clackamas Watersheds Council is NCPRD's primary partner on this project. NCWC and NCPRD will partner to organize the watershed's second annual watershed wide cleanup event. The primary goal is to engage volunteers to help at this clean-up event. NCPRD will provide inkind donations of a location to host the event. In addition, NCPRD will provide some of the needed in-kind supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPRD will provide natural area staff technical assistant. This project will also rely on NCPRD staff, NCWC members, , and volunteers for the implementation of the clean-up and leading volunteers in the field NCWC's Executive Director will work with NCPRD and be responsible for scheduling, budgeting, community outreach and event planning. NCPRD and NCWC will work on recruiting partnerships and sponsors for this event. SOLVE supported this event last year and we anticipate their support again this year. Past sponsors include Leatherman, Oak Lodge Water Services, Bonneville Environmental Foundation, One Tree Planted, and Clackamas Soil & Water Conservation District.

Watershed Action Plan:

Because the NCWC watersheds have such a large population but are mostly in unincorporated Clackamas County and portions of three small cities, support for public budgets, awareness of ecologically-focused watershed level planning cohesiveness has been low. Our approach will therefore prioritize engagement of these jurisdictions on multiple levels (field, mid-level and senior leadership) in the assessment phase and the development of priorities. This will build their investment in the plan and the projects that emerge, and will result in greater future investment in watershed health. This intensive approach requires time to engage these jurisdictions in the planning process.

ODFW fish biologists are also deeply engaged in the planning process, and have participated in this process at a level that was unseen prior to this time. Their staff have limited resources, their higher than normal involvement shows the value and importance of this project.

The high population of these watersheds also represents a major opportunity to build public support for enhancing watershed health. As a citizen-based organization, NCWC excels at landowner and citizen engagement, and currently works on restoration projects on 120 private properties in these watersheds. We will engage these landowners to help them see how restoration of their property contributes to the larger strategy for their basin, and how it supports the other projects identified in the WAP. We will build strong public support for the major actions in the plan, which will help build both landowner engagement on future project sites and the jurisdictional cohesiveness noted above.

6) Describe your plan for long-term maintenance and continued community involvement (if applicable). Who will be responsible for monitoring the project site or assessing the needs of the project site after the funding period has ended?

Since the proposed project is on property owned and/or managed by NCPRD, NCPRD will be mostly responsible for site maintenance after project implementation is complete. This includes spot herbicide treatment and mechanical invasive removal, monitoring native plant mortality and new plantings as needed. NCPRD is committed to regular seasonal maintenance until the native plantings are established. NCPRD may propose that additional volunteer events occur on the property to help with long-term maintenance and or other possible partnerships to support the improved health of the site. In addition, continued community involvement will be addressed by making the site a priority in any upcoming watershed-wide service events.

The Watershed Wide Cleanup and Stewardship Eventwill be the third annual event. NCPRD is committed to supporting this event in years to come.

The Watershed Action plan will be created in a way that is relatively easy to update and, keep as a living document for years to come. It will provide guidance for the Council and its partners, when investing in restoration actions or identifying other future needs

7) Explain why your organization has the experience and capacity to conduct the project (planning, implementation, maintenance, reporting and outreach), including identification of key personnel, their roles and qualifications.

NCPRD is a full service parks and recreation district with a staff that has professional knowledge and expertise in many subfields of parks and recreation management including planning, maintenance, marketing and outreach. NCPRD has performed an array of large and small restoration projects across the many acres of parks and natural areas managed by the district. NCPRD has also managed many grants and has a great track record of sticking to the grant budget, completing reporting in full and on time along with building solid partnerships that build and grow into additional partnership projects that meet multiple objectives. Tonia Williamson, NCPRD's Trails and Natural Resources Division will be the lead on the project. She has a long history and excellent track record of successful restoration projects in WES's service district including the management of 3-Creeks Natural Area and the associated WES investments on that property.

NCWC's Executive Director Neil Schulman, will be a project manager. Neil started working for NCWC in 2018 and brings background in community organizing in conservation of urban areas environmental nonprofit management, and communications, and . Neil helped managed the first two annual Watershed Wide Cleanup and Stewardship Events and the similar, and successful Sunnyside and 117th and Talbert project in 18-19 and 19-20. NCWC will also help lead all volunteer restoration events and be the lead on recruiting volunteers and engaging the local neighbors. NCWC has an excellent track record of bringing new partners to the table including businesses and private landowners within the community. NCWC has several years of experience managing RiverHealth Stewardship Program grants and will assist with reporting and grant management.

NCWC's restoration contractor is Mosaic Ecology LLC. The owner and restoration expert, Jason Dumont, has many years of restoration experience and detailed knowledge of the geographic area, with both Mosaic and the Nature Conservancy Mosaic Ecology LLC has implemented restoration activities on several other RiverHealth Grant funded projects such as Southern Lites, Sunnyside and 117th, Talbert and NCWC's Streamside Stewards Program.

Tonia Williamson (NCPRD) is also co-leading the Watershed Action Planning process for NCWC with Neil Schulman (NCWC). This partnership has been successful in completing the first phase of this projects goals, conducting a rapid-bio assessment of the watersheds. The Council hired Interfluve and Altap Restoration (Todd Alsbury- former, ODFW Clackamas Fish Biologist) to conduct the assessment. WES staff has participated in each step of completing the assessment providing comments and review from the creation of the scope of work to reviewing the draft report.

8) Do you need a permit for any of the proposed activities? If so, what permits are needed and how are they scheduled into the project timeline?

No permits are needed.

B.) Project Timeline

Month/Year	Tasks To Be Completed	Parties Responsible
Fall 2020 (or Spring of 2021)	Coordinate Watershed Wide	NCWC Executive Director and
	event partners, location, date,	NCPRD Staff
	logistics, implement event	
	(based on Covid guidelines)	
Summer and Fall 2020	Continue Watershed Action	NCWC Executive Director and
	Planning process	NCPRD Staff
Summer and Fall 2020	Set up and perform site visits	NCPRD Staff, NCWC Executive
	and create restoration plan NCP	Director and NCWC Contractor
Summer and Fall 2020 through	Herbicide application	NCWC Contractor and NCPRD
April 2021		staff
Summer and Fall 2020 through	Mechanical weed removal	NCPRD Staff, Volunteers and
April 2021		NCWC Contractor
October 2020 through March	Native plant installation	NCPRD Staff, Volunteers and
2021		NCWC Contractor

October 2020 through March	Continue Watershed Action	NCWC Contractor, NCPRD staff	
2021	Planning process; finalize plan	and OLWSD staff, along with	
		other partners including WES.	
Year round, 2020-2021	Habitat observation, monitoring	NCWC Executive Director,	
		NCPRD Staff, NCWC Contractor	
Year round, 2020-2021	Data input, tracking, reporting	NCWC Executive Director and	
		NCPRD Staff	
June 2020	Final report to WES	NCWC Executive Director and	
		NCPRD Staff	

COVID Note*

If COVID restrictions impair our ability to move forward with the Watershed wide cleanup and stewardship event both fall of 2020 and spring of 2021 then we can divide that funding up into the to the two proposed projects, restoration of NCP (additional plants/weed control) and the watershed action plan.

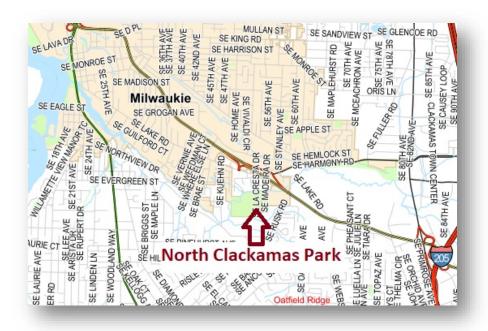
C.) Budget B COVID

		Matching Funds,			
	RHSP	Goods and			
Activity/ Expense	Funds	Services	Source of Match	Comments	Totals
Materials and Supplies	\$	\$	(Name of org)		
Plants	\$1,530			Bare root natives (COVID added \$230 to plants)	\$1,530
Mulch					\$0
Tools		\$100	NCPRD		\$100
Erosion Control					\$0
Mileage					\$0
Printing	\$50			(COVID Change from Event to WAP)	\$50
Project Supplies	\$350			(COVID Change from Event to WAP)	\$350
Other (specify)					\$0
Refreshments					
Work Party Snacks					\$0
Staff/Professional Services					
	\$2,150			NCWC Coordination with NCPRD, create final	\$2,150
				plan, contractor management, implementation,	
				project development, administration. (COVID	
Nonprofit/Agency Staff				Reduced by 3,000)	
	\$4,000	\$4,000	NCPRD	NCPRD or other partner project planning,	\$8,000
Nonprofit/Agency Staff				coordination, implementation	
	\$6,075			Mosaic weed control and planting. (COVID	\$6,075
Contracted Services				Increased by 1,000)	
Administrative Fees	\$2,800			(COVID increased by 1000)	\$2,800
	\$13,000	\$64,000	NCPRD, PGE-TNC, OWEB	Complete watershed action plan (COVID	\$77,000
Contracted Services				Increased by 1,000)	
Insurance*					\$0
Volunteer Labor					
Volunteer Labor		\$763		10 PP individuals for 3 hrs (conservative estimate)	\$763
	RHSP	Matching			Project
Total for Grant Project	Total	Total			Total
	\$29,955	\$68,863			\$98,818

D.) Supporting Documents

a. Site map, photos and letters of support

Maps of the site: North Clackamas Park





Photos- WES RHS 20-21

North Clackamas Park Riparian

- 1. West end of park near MSC are where mowing stopped 3 years ago and will be revegetated
 - a. Habitat near to the area we will work with habitat enhancement similar to our goal within this current project (panted and maintained 7 years ago after the WES 2021 project completion).



b. Area where mowing stopped 3 years ago where revegetation will occur (two photos)





- 2. Camas Creek Area of site
 - a. Reed Canary Grass and Ivy Patches





b. Camas Creek Riparian Area - Some positive elements including skunk cabbage and large wood recruitment.



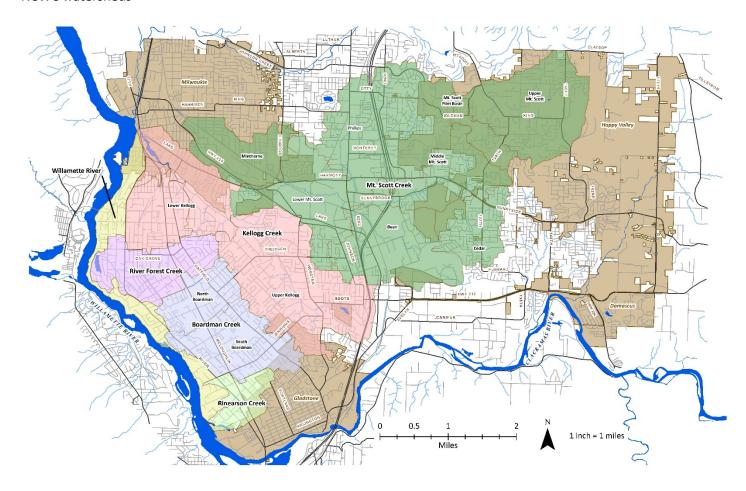
c. Camas Creek Wetland

This wetland steals the show with its gorgeous camas meadow with fawn lilies! Weeds and weed trees are encroaching and need to be controlled. A secondary goal is to enhance this wetland with a cultural restoration focus and partner with a group like Wisdom of the Elders.



3. Watershed Action Plan Area

NCWC watersheds



COVID 19 Response Plan

River Health Stewardship Grant 2020-2021

For NCPRD Stewardship NCP WAP 20-21: Please send further information on your COVID-19 contingency plan, outlining tasks in your scope of work that will accomplish your project while meeting COVID-19 requirements. Include a revised budget if the contingency plan changes the costs or categories of costs shown on your budget form.

The sub-projects NCP restoration and the WAP are primarily carried out by either NCPRD staff or a consultant/contractor we think these projects will proceed without interruption by COVID. Therefore, we are proposing that if COVID prevents the watershed wide volunteer event from happening we will dived the funding that would have supported that event into the other two sub-projects (NCP and WAP).

The NCP restoration project is focused on both NCPRD staff and contractors performing restoration actions including planting. If COVID prevents the watershed wide event from happening in both the fall of 2020 and spring of 2021 we will transfer some of the requested funding from the NCWC ED coordinating the event (-1,500) into the North Clackamas Park project, a small amount into extra plants (\$230.00 (from (work party snacks (-200) and mileage(-30)) and into paying the contractor to plant the plants, assuming that we will not have volunteers to help plant the plants (+\$1,000). We do assume that some volunteers will want to support NCPRD for this restoration project and NCPRD has allowed individual volunteers to work alone at our sites on tasks like pulling ivy.

The Watershed Action Planning (WAP) funding will go toward paying a consultant to help produce the WAP with some funding for NCWC administrative (+\$1,000) and Council ED to manage the project. If the watershed wide event does not happen funding will be transferred from the NCWC ED coordinating (-\$1,500) to the WAP contract (+\$1,000).

2. <u>For tasks with outreach to adults</u>: Will COVID-19 protocols change your outreach plan? If so, please describe the tasks in your contingency outreach scope of work. Include a revised budget if the contingency plan changes the costs or categories of costs shown on your budget form.

We have proposed funding support for the third annual Watershed wide cleanup and stewardship event with NCWC. If due to COVID restriction this cannot happen this fall 2020, both NCPRD and NCWC are happy to move this event to spring 2021. If we determine that COVID restrictions will not allow the event to happen at all during the 20-21 FY, we are happy to split that funding into the two other proposed projects, NCP restoration and WAP (see changes above and in the budget).

Change in budget if COVID impacts Outreach Volunteer Watershed wide event

Activity/ Expense	RHSP Funds	Matching Funds, Goods and Services	Source of Match	Comments	Totals
Materials and Supplies	\$	\$	(Name of org)		
Plants	\$1,530			Bare root natives (COVID added \$230 to plants)	\$1,530
Mulch					\$0
Tools		\$100	NCPRD		\$100
Erosion Control					\$0
Mileage					\$0
Printing	\$50			(COVID Change from Event to WAP)	\$50
Project Supplies	\$350			(COVID Change from Event to WAP)	\$350
Other (specify)					\$0
Refreshments					
Work Party Snacks					\$0
Staff/Professional Services					
Nonprofit/Agency Staff	\$2,150			NCWC Coordination with NCPRD, create final plan, contractor management, implementation, project development, administration. (COVID Reduced by 3,000)	\$2,150
Nonprofit/Agency Staff	\$4,000	\$4,000	NCPRD	NCPRD or other partner project planning, coordination, implementation	\$8,000
Contracted Services	\$6,075			Mosaic weed control and planting. (COVID Increased by 1,000)	\$6,075
Administrative Fees	\$2,800			(COVID increased by 1000)	\$2,800
Contracted Services	\$13,000	\$64,000	NCPRD, PGE-TNC, OWEB	Complete watershed action plan (COVID Increased by 1,000)	\$77,000
Insurance*					\$0
Volunteer Labor					
Volunteer Labor		\$763		10 PP individuals for 3 hrs (conservative estimate)	\$763
	RHSP	Matchin			Project
Total for Cront Project		Matching			•
Total for Grant Project	Total	Total			Total
	\$29,955	\$68,863			\$98,818

EXHIBIT B

2020-21 EDUCATION & OUTREACH REPORTING FORM

Project Name:	Organization Name:
Project Info:	
Watershed	
Total number of educational events, community presentations, and public tour participants	unity
Activities:	
Public outreach events Educational eve	nts or tours for general public
Educational events for students and/or teach	er training
Other (describe)	
For Public Outreach/Ed/Tabling/Online Ever	nts:
Name of Event	
Date	
Brief description of event	
No. of attendees in WES service district	
or WES district zip codes	
No. of community presentations or	
tours, online or in person	
No. of tour or online participants	
For School (Student/Teacher Education):	
Names of schools	
No. of students or no. of attendees	
No. of educational events or online sessions	
No. of volunteers	

Please submit copies of the following items with reporting:

- 1) Sign-in sheets, marketing materials, media releases, media articles, newsletter articles about the project as well as newsletters, marketing materials, web pages, etc. where the WES logo was used.
- 2) Digital photos taken and indicate which can be used in WES publications and websites.
- 3) Please provide assurance that landowner agreements were in place, if needed.
- 4) Meeting notes or other applicable records.

INVOICE AND REPORTING INSTRUCTIONS

SCOPE OF WORK

The scope of work specifies the work and requirements the Grantee shall undertake as part of District's RiverHealth Watershed Stewardship Program Grant Agreement. The original grant application (see Exhibit A) sets forth the scope of work.

MONITORING AND REPORTING REQUIREMENTS

Grantee shall complete District's Reporting Forms and submit by June 30 of current fiscal year. Forms shall be populated with initial information about the project and updated when the project is completed with accurate information. In addition, ACRES OF NEW AREAS PLANTED and/or NUMBER OF EVENTS (including field trips) shall be reported on a quarterly basis.

PAYMENT

The Grantee shall submit reimbursement requests for work associated with meeting the scope of work. Reimbursement requests must be submitted at least quarterly and shall not be submitted more frequently than once a month. To request reimbursement, the Grantee will submit the following:

- Invoice, with costs shown by category.
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward any match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that District should know about (if applicable). Include total number of educational events, community presentations, and tour participants in the summary.
- Acres of new areas planted shall also be reported on a quarterly basis. For outreach and education projects, number of events or field trips shall be reported quarterly.

All reimbursement requests should be sent to District at the following address:

Water Environment Services ATTN: Gail Shaloum, Project Manager 150 Beavercreek Rd, Suite 430 Oregon City, OR 97045

Payment for this Agreement shall not exceed the amount stated in the Agreement and shall meet the stated match requirements (if applicable) in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by District are not eligible for reimbursement. Payment shall be made by District on a Net Thirty (30) day basis upon approval of reimbursement request.

EXHIBIT B

RIPARIAN RESTORATION AND ENHANCEMENT REPORTING FORM

Project Name: Tax Lot No.				
Area of NEW planting (not maintenance):	ac.			
Project Info:				
Fiscal year for activities (e.g. 2020-21)				
Stream/Tributary				
Watershed Action Plan Priority Rating (H, I, M or NA	A)			
Approx area worked on, acres				
Length of stream worked on, linear feet				
Left bank, right bank, (looking downstream) or	both			
Width-left bank				
Width-right bank				
Landowner name and address				
Landowner contact and agreement obtained: `	YesNo_	Att	ached: Yes No	_
*Attach map and site plan showing creek & extent of work a photos of work. Please send map showing parcel and area https://gis.oregonmetro.gov/metromap/.				t features, and
Focus of restoration activities: Use (M) for Ma	ajor; (m) fo	r mino	r activity for activitie	es below.
Riparian vegetation planting: Instream:	Cleanup:	Ero	sion:Other:	
Invasives removed (acres): Dominant in	nvasive spec	ies:		
Removal techniques used: Herbici	des used:			None:
Level of infestation: Heavy, dense: Moderat	te: Lig	ght, sca	ttered:	
Maintenance visit: Year 0 Year 1 Ye	ear 2 Y	Year 3_	Year 4 Otl	her
<u>(Note</u> : Year 0 means year plants were installed, Y	ear 1 means	s first y	ear after planting.)	
Maintenance type performed:				
Check here if site is graduating (last year of main	tenance und	er gran	t agreement):	_
Natives Planted: (list species, numbers, and form	n-bare root o	or conta	iner, etc.)	
Trees		No.	Density or spacing	Size/form
	. 1			
	otal # trees			
Shrubs				
Tat	al # chruhe			

Herbs							
			7	Total # herb			
Seeds-species				lbs.	or % composition		
			To	otal lbs. seed	1		
ther materials su	ich as	coffee bags	, geotextile,	stakes, brov	vse pro	tection, mulch, soil amendm	ients,
ncing, signage,	etc.				-		
Material						Approximate number or an	nount
st any schools	that ne	articinated	if any:				
•	ınaı p	ii ticipatcu	, 11 any				
olunteers:							
No. of volunte	ers	Total dona	ated hours				
# of volunteer	s in Di	strict zip co	des:	%	of volu	inteers in District zip codes:	
lonitoring Resu	lte•						
% survival		eed cover	% bare soi	1 Other re	enlte o	r performance standards	
70 Sui vivai	70 W	cca cover	70 0arc 301	Otheric	Sulls O	i performance standards	
	_						
anned accompli	shmen	ts or recom	mendations:	for future w	ork on	this site:	
Estimate for fu	ıture n	naintenance	: approx. \$ r	er vear			
Estimate for fu							
			• •	· ·		1 1	
	,	_		_		on results to date, what work	
-		_		ice for those	e under	taking similar work, change	s from
riginal scope of	work, e	etc.):					
			•	1 0.1			

Photographs: Please provide representative samples of digital photos taken for District projects and indicate which can be used in District publications and websites.

INVOICE AND REPORTING INSTRUCTIONS

SCOPE OF WORK

The scope of work specifies the work and requirements the Grantee shall undertake as part of District's RiverHealth Watershed Stewardship Program Grant Agreement. The original grant application (see Exhibit A) sets forth the scope of work.

MONITORING AND REPORTING REQUIREMENTS

Grantee shall complete District's Reporting Forms (<u>Exhibit B</u>) and submit by June 30 of current fiscal year. Forms shall be populated with initial information about the project and updated when the project is completed with accurate information. In addition, <u>ACRES OF NEW AREAS PLANTED and/or NUMBER OF EVENTS (including field trips) shall be reported on a quarterly basis.</u>

PAYMENT

The Grantee shall submit reimbursement requests for work associated with meeting the scope of work. Reimbursement requests must be submitted at least quarterly and shall not be submitted more frequently than once a month. To request reimbursement, the Grantee will submit the following:

- Invoice, with costs shown by category.
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward any match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that District should know about (if applicable).
- Acres of new areas planted shall also be reported on a quarterly basis. For outreach and education projects, number of events or field trips shall be reported quarterly.

All reimbursement requests should be sent to District at the following address:

Water Environment Services ATTN: RiverHealth Watershed Stewardship Program 150 Beavercreek Rd Oregon City, OR 97045

Payment for this Agreement shall not exceed the amount stated in the Agreement and shall meet the stated match requirements (if applicable) in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by District are not eligible for reimbursement. Payment shall be made by District on a Net Thirty (30) day basis upon approval of reimbursement request.

FINAL REPORT

One electronic copy of the District's Reporting Forms (Exhibit B) with all applicable information completed for every site worked on under this Agreement will be due upon project completion.



BUSINESS AND COMMUNITY SERVICES NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building 150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

October 22, 2020

Board of County Commissioners Clackamas County

Members of the Board:

Approval of River Health Stewardship Grant Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Water Environment Services (WES) for the North Clackamas Park Restoration and Watershed Action Plan Project

Purpose/Outcome	Approval of a Grant Agreement between NCPRD and WES in partnership with the local North Clackamas Watershed Council (NCWC) for the North Clackamas Park Restoration and Watershed Action Plan Project.
Dollar Amount and Fiscal Impact	NCPRD will administer the grant funds, \$29,955 from WES. NCWC will assist NCPRD in performing restoration work on NCPRD property and completing the Watershed Action Plan Project. NCPRD Natural Areas Program is committing staff time as match and agrees to long-term maintenance of improvements made on NCPRD property.
Funding Source	WES River Health Stewardship Grant - \$29,955
Duration	Grant agreement with WES expires June 30, 2021
Previous Board Action/Review	The application for this grant was approved on April 16, 2020 via a Clackamas County Grant Lifecycle Form
Strategic Plan Alignment	 This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. This grant will further support Good Governance by leveraging state funds and local partnerships with the cost savings being transparent in the budget.
Counsel Review	County Counsel Review Date: August 6, 2020 Counsel Initials: JDM
Procurement Review	 (Please check yes or no for procurement review. If the answer is "no," please provide an explanation. Acceptable explanations are as follow: item is an IGA, item is a lease, item is a non-binding MOU, item is a grant. Unacceptable explanations are leaving the section blank, providing N/A or similar statement with no explanation) 1. Was the item processed through Procurement? yes □ no X 2. If no, provide brief explanation: Item is a subrecipient grant contract

Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Trails and Natural Areas, 503-742-4357
Contract No.	NA

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, manages natural areas with a focus on both access for our residents and protection and enhancement of habitat for wildlife. This project will focus on improving riparian and upland habitat within North Clackamas Park in Milwaukie. In addition, this project further supports the NCWC Watershed Action Plan Project. NCWC has received other grant awards in addition to NCPRD funding to support the completion of the Watershed Action Plan Project. WES, NCWC and NCPRD have a mutual interest in controlling invasive plants, replanting natives and improving habitat for Endangered Species Act listed fish species in the lower and upper Willamette River watershed. The North Clackamas Park Restoration and Watershed Action Plan Project will help meet these common goals and improve the health of these watersheds.

RECOMMENDATION:

Staff respectfully recommends Board approval of the River Health Stewardship Grant Agreement between WES and NCPRD and authorize the Business and Community Services Director or Deputy Director to execute all documents to effectuate the same.

ATTACHMENTS:

- 1. Lifecycle approval
- 2. Grant agreement
- 3. Grant Application

Respectfully submitted,

Laura Zentner, Director

p.p. Sarah Eckman

Business and Community Services

RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), made and entered into on this
day of in the year 20 by and between Water Environment Services, a municipal
partnership formed pursuant to ORS 190 (the "District"), and North Clackamas Parks &
Recreation District, a county service district (the "Grantee").

RECITALS

The District's Watershed Protection Program is focused on improving the water quality of receiving streams within its service area. In order to accomplish this goal, the District provides a variety of services in both the upland areas (development review, maintenance of infrastructure, street sweeping, and erosion control) and along stream corridors (riparian enhancement, invasive species removal, bank stabilization, habitat enhancement, and water quality monitoring). The District works closely with local businesses, citizen groups, partner cities, watershed councils, and non-profit organizations to accomplish much of the on-the-ground work that is necessary to ensure the resiliency of receiving streams.

In an effort to expand and encourage these partner relationships, the District developed the RiverHealth Watershed Stewardship Program. The program awards project-based funding to successful applicants through a competitive process that ensures objectivity and accountability to District customers.

TERMS

The District and the Grantee agree as follows:

ARTICLE 1 – SCOPE OF WORK

- **1.1 Grant Activities.** The Grantee hereby agrees to perform the activities described in <u>Exhibit A ("Work")</u>, attached hereto and incorporated by reference, on the schedule set forth in Exhibit A (collectively, the "Project").
- **1.2 Grantee Status.** The Grantee is an independent contractor and assumes full responsibility for the performance of the Work. Notwithstanding any statements or inferences to the contrary, the District neither intends nor accepts any 1) direct involvement in the Project; 2) sponsorship benefits or supervisory responsibility with respect to the events or activities funded; or 3) ownership or responsibility for care and custody of the tangible products that result from the Project.
- **1.3 Compliance.** The Grantee agrees to perform the Work in accordance with all applicable local, state and federal laws; ordinances; and rules and regulations.
- **1.4 Project Acknowledgment.** The District must be acknowledged as Project sponsors on any written or published material or grant product. This includes, but is not limited to: signage, event mailings, annual reports, print or film media, social media posts and news stories.

Page **1** of **6**

The program shall be recognized as the "RiverHealth Watershed Stewardship Program."

ARTICLE 2 - TERM

2.1 The term of this Agreement shall be for a period commencing on execution of the Agreement by both parties through <u>June 30, 2021</u>.

ARTICLE 3 - PAYMENT

In accordance with the terms and conditions of this Agreement, the District shall provide funding to the Grantee as follows:

3.1 Payment of Funds

- 3.1.1 The District agrees to provide grant funding to the Grantee in an amount not to exceed twenty-nine thousand nine hundred fifty-five and 00/100 Dollars (\$29,955.00) (the "Maximum Amount") to perform the Work in accordance with this Agreement. No changes in the Maximum Amount shall be made without prior written approval of the District. The District shall not be responsible for payment of any materials, expenses or costs other than those identified in Exhibit A.
- 3.1.2 The Grantee shall submit quarterly reimbursement requests for Work associated with the Project and progress reports in accordance with the payment terms and procedures contained in Exhibit B attached hereto.
- 3.1.3 Grantee is solely responsible for paying Grantee's contractors and subcontractors.
- 3.1.4 The District may withhold from payments due to the Grantee such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from the failure of the Grantee to perform as required under this Agreement, the failure of Grantee to make proper payment to subcontractors or suppliers, or upon claims filed against the Grantee or the District relating to the Grantee's Work or other work performed under this Agreement. All sums withheld by District under this Section shall become the property of District and Grantee shall have no right to such sums to the extent that Grantee has breached this Agreement.
- **3.2 Payment Procedure.** Requests for payment shall be made consistent with the terms set forth on Exhibit B, attached hereto and incorporated by reference. The Grantee shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying.

ARTICLE 4 - GENERAL CONDITIONS

- **4.1 Final Report.** The Grantee agrees to complete a final report related to the Project, as required by District and described in <u>Exhibit B</u>, using the forms contained in <u>Exhibit B</u>, attached hereto and incorporated by reference.
- **4.2 Termination of Agreement**. Both parties may terminate this Agreement at any point by a writing signed by both parties. The District, on seven (7) days' prior written notice to the Grantee, may terminate this Agreement for any reason deemed appropriate in its sole discretion. Termination by District will not waive any claim or remedies it may have against the Grantee.
- **4.3 Payment on Termination**. In the event of early termination, the District shall pay the Grantee for Work performed in accordance with the Agreement prior to the termination date, subject to set off of excess costs. The District shall not be liable for indirect or consequential damages.
- **4.4 Indemnification**. The Grantee agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, commissioners, agents and employees from and against all claims and actions, and all expenses, except for attorney fees, incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees or agents.

4.5 Insurance

- 4.5.1 The Grantee agrees to furnish the District evidence of commercial general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the Grantee's, or any subcontractors, in the performance of this Agreement. Evidence of the Grantee's coverage by the Clackamas County Self Insured Risk Fund shall satisfy all insurance requirements.
- 4.5.2 The insurance coverage shall include the District and Clackamas County, their officers, elected officials, agents and employees, as additional insureds and refer to and support the Grantee's obligation to hold harmless the District, its officers, commissioners, agents, and employees.
- 4.5.3 There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice by the Grantee to the County.
- **4.6 Assignment**. The Grantee shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or

withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Grantee with notice of such assignment within thirty (30) days of such assignment.

4.7 Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the District: Water Environment Services

150 Beavercreek Road, 4th Floor Oregon City, Oregon 97045

ATTN: Gail Shaloum

Copy to: Office of County Counsel

Clackamas County

2051 Kaen Road, 2nd Floor Oregon City, Oregon 97045 ATTN: Amanda Keller

If to the Grantee: North Clackamas Parks & Recreation District

150 Beavercreek Rd. Oregon City, OR 97045 ATTN: Tonia Williamson

- **4.8 Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- 4.9 Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any litigation between the District and the Grantee arising under this Agreement or out of Work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District 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. Grantee, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- **4.10 Integration**. This Agreement contains the entire agreement between the District and the Grantee and supersedes all prior written or oral discussions or agreements.
- **4.11 Funds**. The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year <u>2020-21</u>. This Agreement is expressly

subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- 4.12 Maintenance of Records. The Grantee shall maintain books and accounts of payroll costs, travel, subsistence, field contract services of others, and reimbursable expenses pertaining to the Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, upon reasonable notice and from time to time, any records of the Grantee regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.
- **4.13 Amendments**. The District and the Grantee may amend this Agreement at any time only by written amendment executed by the District and the Grantee.
- **4.14 Waiver.** District's failure to enforce any provision of this Agreement shall not constitute a waiver by District of that or any other provision of this Agreement.
- **4.15 Conflict of Interest.** No officer, employee, or agent of the Grantee or the District who exercises any functions or responsibilities in connection with the planning and carrying out of the RiverHealth Watershed Stewardship Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the parties shall take appropriate steps to assure compliance. The parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services.
- **4.16 Third Party Beneficiary.** The Grantee and District intend that this Agreement does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Grantee or District.
- **4.17 Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- **4.18 Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- **4.19 No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

GRANTEE:	Water Environment Services
North Clackamas Parks & Recreation District Company	Gregory Geist, Director
150 Beavercreek Rd. Address	Date
Oregon City, OR 97045 City, State, Zip Code	
Authorized Signature	Approved as to Form:
Title	County Counsel
Federal Tax ID Number	
Date	

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION ** Note: The processes outlined in this form are not applicable to disaster recovery grants Section I: Funding Opportunity Information - To be completed by Requester **✓** Direct Grant Application for: Subrecipient funds Lead Department: NCPRD Grant Renewal? If renewal, complete sections 1, 2, & 4 only Name of Funding Opportunity: WES River Health Grant Local: WES Funding Source: Federal State Requestor Information (Name of staff person initiating form): Tonia Williamson twilliamson@ncprd.com 4357 **Requestor Contact Information:** Elizabeth Gomez Department Fiscal Representative: Program Name or Number (please specify): BCS/NCPRD/ Natural Areas **Brief Description of Project:** NCPRD will partner with the local watershed council to increase water quality and provide outreach about improving water quality. We propose enhancing habitat at North Clackamas Park and co-sponsoring a watershed clean up event at North Clackamas Park. In addition, we are partnering to help support the creation of a watershed action plan that collects watershed data and then prioritizes actions/projects to implement to improve habitat and water quality. This plan will help NCPRD and WES to strategically use resources when partnering with the watershed council by implementing prioritize projects. Name of Funding (Granting) Agency: Water Environment Services Agency's Web Address for Grant Guidelines and Contact Information: https://dochub.clackamas.us/documents/drupal/c061dd36-2bea-4491-abb2-f70e4b9b0d20 OR Application Packet Attached: Tonia Williamson 4/6/20 Completed By: Date ** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ** Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep Non-Competing Grant Other ✓ Competitive Grant Funding Agency Award Notification Date: CFDA(s), if applicable: Winter 2020 Announcement/Opportunity #: Announcement Date: WES River Health Grant Max Award Value: \$ 30,000 Grant Category/Title: 15% Match Requirement: none required but encouraged to show some Allows Indirect/Rate: 4-30-20 Other Deadlines: Quarterly invoice and reports Application Deadline: **Grant Start Date:** 7-1-20 Other Deadline Description: Final Report is due 15 days after the end of the 20-21 FY Grant End Date: 6-30-20

Program Income Requirement:

Completed By:

Pre-Application Meeting Schedule:

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

NCPRD's natural area program is focused on providing passive recreation, education and outreach along with enhancement of habitat including improving water quality. This funding will help support the NCPRD Natural Area program to accomplish those goals by providing additional education and outreach opportunities, restoration of habitat, and data collection to strategically implement prioritize

2. What, if any, are the community partners who might be better suited to perform this work?

This project is in partnership with the local watershed council, North Clackamas Watershed Council (NCWC), NCPRD is a co-lead.

3. What are the objectives of this grant? How will we meet these objectives?

Objectives of the grant:

1- Enhancing streamside vegetation by replacing invasive species with natives and/or increasing stream buffer width

2- Reducing pollutants and volume of runoff from paved surfaces

3- Using Low Impact Development Approaches (LIDA) to manage stormwater

4- Educating those who work and live in the surface water districts served by WES on what they can do to improve water quality
Implementing the watershed wide clean up project fulfills objective 2 and 4. Restoring habitat in North Clackamas Park fulfills objectives 1. Finally, working with the NCWC on the watershed action plan helps the NCPRD and WES be strategic with resources and partner on prioritized projects that help with all of the objectives of the RHG.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant funding helps support an existing program, the NCPRD Natural Areas program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

NCPRD has applied for and awarded the WES River Heather Grant three times in the past and NCPRD does have qualified staff to propose projects, implement projects, request reimbursement and complete reporting.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

NCPRD is partnering with one of the local watershed councils, North Clackamas Watershed Council. NCWC will be a co-lead on the watershed wide cleanup event along with other sponsors like Solve. NCWC will be a co-lead on the North Clackamas Park restoration event as well. A NCPRD staff member is the chair of NCWC's restoration committee and is helping lead the watershed action planning with the NCWC Executive Director. The watershed action plan is being completed in partnership with others including ODFW, WES, Metro and many local citizens.

3.If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?
N/A
4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?
N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

WES is the funder, but WES is also a partner on some element of the project including the creation of the watershed action plan through review of the data collection and assessment and report, and review of the Watershed Action Plan scope of work, project list and prioritization.

Reporting Requirements

1. What are the program reporting requirements for this grant?

We need to include volunteer sign-in sheets for the clean up event and the associated marketing materials. We provide photos and a will fill out WES report template that indicates number of native plants planted, weeds controlled, etc.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

NCPRD reviews the projects results with the partners and if we have met the objectives of the grant and the program to make sure we met both NCPRD's and our partners. The clean up event is a one time event, therefore, NCPRD does not have to maintain into the future. The Watershed Action Plan is a similar one time product that NCPRD does not have to manage and maintain but is able to use to help our Natural Area Program prioritize projects. NCPRD staff already maintain North Clackamas Park, because of this funding NCPRD staff will decrease the staff time needed at the site in the long term due to the funding to help in controlling weeds.

3. What are the fiscal reporting requirements for this grant?

Quarterly reimbursement request showing staff time worked and invoices for all reimbursements.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

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2. Are other revenue sources required? Have they already been secured?

In partnership NCPRD staff has helped NCWC apply for grants for the Watershed Action Plan, that funding is secure. No other funding is required.

3. For applications with a match requiement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

NCPRD will be using staff time and limited supplies and material already purchased and owned by NCPRD (for the watershed wide clean up- trash pickers) to match this funding source.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Overhead and indirect costs up to 15% of the total project cost are eligible for reimbursement. In addition, staff time for project management and administration may be included in the overall project cost. NCPRD will uses these costs as match.

Program Approval:

Tonia Williamson and Kevin Cayson
Name (Typed/Printed)

4-6-20 Date

Signature

** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR**

ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.

Section IV: Approvals

DIVISION DIRECTOR (or designee, if appli	cable)	
Scott Archer	4/7/20	5-
Name (Typed/Printed)	Date	Signature
EPARTMENT DIRECTOR or ELECTED OFF	ICIAL (or designee, if applicable)	
Laura Zentner	April 14, 2020	Laura Zentner
Name (Typed/Printed)	Date	Signature
Name (Typed/Printed)	Date	Signature
ection V: Board of County Comequired for all grant applications. If your grant is nount per local budget law 294.338.) or applications less than \$150,	awarded, all grant <u>awards</u> must be approv	stration ved by the Board on their weekly consent agenda regardless
DUNTY ADMINISTRATOR	Approved:	Denied:
Gary Schmidt	4/16/20 26 Date	Harry Sut
or applications greater than \$1	150,000 or which otherwise	require BCC approval:
OR	1	Dutc.
Policy Session Date:		
County Admini	stration Attestation	

County Administration: re-route to department contact when fully approved. Department: keep original with your grant file.



APPLICATION FORM

2020-21 Watershed Stewardship Program Cover Sheet

PLEASE READ THE PROGRAM GUIDE before completing your proposal for required documentation.

This Cover Sheet must be completed in full and submitted with narrative, budget and supporting documents. Please complete the information below using no more than two pages.

Applicant Information

Phone Number: Email:					
Phone Number: Email:					
naximum d	of \$30,000):				
street and	cross street):				
ere this pro	oject is located:				
Mt. Scott	Creek		Johnson Creek		
Cow Cree	k		Rock Creek		
	01	4	/		
	Stormwater feature/pavement removal				
	Scientific or engineering study				
(Email: naximum of street and ere this product of the contract	Email: naximum of \$30,000): street and cross street): ere this project is located: Mt. Scott Creek Cow Creek Stormwater fea	Email: naximum of \$30,000): street and cross street): ere this project is located: Mt. Scott Creek Cow Creek Stormwater feature. Stewardship of exis		



APPLICATION FORM

Provide a one-paragraph summary that describes your project:

For restoration projects, please fill in relevant information:

Area to be worked (ac. or s.f.)

Length of stream to be worked (I.f.)

For Educational projects:

Number of classes to participate

Number of classroom visits

Number of outdoor site visits

Note: Please attach this cover sheet to your project narrative and budget. Follow instructions on pages 7 to 9 of the Program Guide

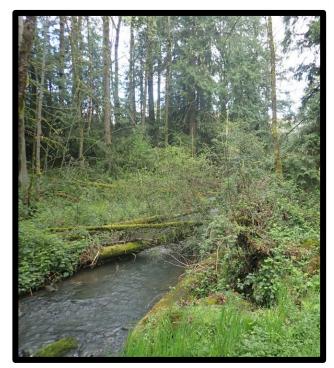
<u>RiverHealth Stewardship Program (RHSP) Proposal – North Clackamas</u> <u>Watershed Stewardship Initiative</u>

April 25, 2020

Table of Contents

Cover Sheet

- A. Project Narrative
- B. Project Timeline
- C. Budget
- D. Supporting Documents
 - a. Site maps
 - b. Photos
 - c. Letters of support
 - d. Landowner Agreements







A.) Project Narrative – Northern Clackamas Watershed Stewardship Initiative

1) Project background:

a) Describe the need, issue or problem that this project seeks to address.

Since its inception in 1990, North Clackamas Parks and Recreation District (NCPRD) has provided high quality parks and recreation services to residents in North Clackamas County. NCPRD managed natural areas and parks encompass some of the few remaining natural areas along Mt. Scott and Kellogg Creeks. Due to our small staff and the potential benefits to water quality and habitat, we are teaming with the North Clackamas Watersheds Council (NCWC) and other partners to plan and implement the three propose projects within this application.

NCPRD identified the North Clackamas Park property as a priority area for restoration because of the presence of several invasive species with the potential to invade the site (see attached pictures), opportunities to engage with partners and citizens, the connection to previous restoration efforts and the prioritization within the WES Watershed Action plan. This property is located in the Mt. Scott Creek reach MS1. Resources have been invested by WES, NCPRD, Metro, OWEB, and NCWC within this area. The WES Watershed Action Plan (WAP) for Kellogg and Mt. Scott Creeks (June 2009) lists this reach as a high priority. The recommended management strategy for this reach includes increasing riparian shade and riparian structure by adding trees and shrubs. In addition, controlling invasive species is also a priority. The restoration of this section of MSC within this larger property will increase habitat quality and connect with many citizens through project partners, events etc., as are allowed during and after COVID restrictions lift.

The Kellogg/Mt. Scott watershed has often been overlooked in regional conservation planning and prioritization of community investment. In addition, our local watershed council, NCWC, does not have funding for base operations from OWEB, which making it difficult to implement non grant related projects like an annual watershed wide cleanup event, like neighboring OWEB supported councils like Johnson Creek and Clackamas River Basin Councils. The Kellogg -Mt Scott watershed is located within a highly urbanized part of Clackamas County, which means the unfortunate accumulation of trash is a chronic problem. The watershed wide cleanup event has been a great opportunity for community engagement and increased stewardship to improve water quality and to engage residents and local employees in sites that they often do not know exist

Tributaries to the Lower Willamette River provide vital rearing habitat and cold-water refugia for ESA-listed salmonid populations, including the Clackamas River Fish Populations and stocks migrating to and from the Upper Willamette and its tributaries. However, watershed plans are dated (WES K-MSC 2009) and for other drainages, little to no watershed planning or project prioritization has occurred. NCWC, in partnership with the Clackamas Partnership and local jurisdictions, is currently creating a Watershed Action Plan (WAP) that consolidates existing information about watershed conditions and limiting factors to salmonid populations, establishes criteria for prioritization of most impactful projects, and identifies top priority projects.

b) Described what has been done on the project to date and where is the project located.

Restoration:

NCPRD and the City of Milwaukie own North Clackamas Park taxlots, over 40 acres. NCPRD manages the site. The project area is within the larger Kellogg -Mt Scott Creek (MSC) Watershed. The site includes both MSC and a smaller tributary, Camas Creek. Past OWEB grants have been implemented in NCP, including the enhancement of a backchannel alcove on MSC and another project to enhance instream habitat and provide education access opportunities to visitors, led, mostly funded and implemented by WES. This project does not include the project area that WES implemented, but does include much of the riparian corridor along Camas Creek, Camas Creek wetland, and riparian zone along MSC at the west end of the property. Camas Creek provides 1000 feet of cold water refugia habitat for native aquatic species at near the confluence of with MSC. During higher water, the whole north side of NCP is valuable floodplain habitat and provides flood attenuation to urbanized areas of the watershed downstream. This site is one of a "string of pearls" within the watershed where the water can spread out over the floodplain, native fish can rest in slower moving water, hide in vegetation and near large wood and exploit available food resources in MSC, building strength for upstream migration, spawning, or outmigration

NCPRD staff has worked with volunteers to enhance the habitat within these riparian areas by hosting working parties for invasive plant removal and native planting. This project would build upon previous work by NCPRD and focus on removing invasive species and planting native plants to enhance the riparian habitat. On the very west side of the property, NCPRD used to mow the grass into the HCA riparian area. NCPRD has stopped mowing the grass several years back, and some revegetation has started. We will be continuing to replanting this area with native vegetation to reestablish the natural function of the riparian area. There is a soft surface trail (just outside of the HCA); this work will enhance educational access opportunities and public awareness. When NCPRD and WES implemented the project in 2012 we obliterated many social trials in this area that provided visitors access to the river. This was done to stop erosion potential within the riparian area. This current combined project will be welcome by visitors, a natural trail adjacent to a healthy riparian area. NCPRD staff regularly monitor the natural areas for weeds, but also to note and perform needed adaptive management if we notice off trail impacts. The project success will be ensured by continuance of this regular maintenance. This project is consistent with all foreseeable future uses. NCPRD staff will help maintain the enhancements into perpetuity.

Watershed Cleanup

NCPRD and NCWC hold volunteer cleanup and stewardship events several times a year at different locations across Kellogg and Mt. Scott watersheds. NCPRD also does regular trash removal on district owned and managed properties. However, due to high urbanization, rates of homelessness and utilization of natural areas for recreation the amount of trash in these systems is beyond the scale that NCPRD can remove on their own. This will be the third time NCPRD partners with NCWC to successful host the annual Watershed Wide Cleanup and Stewardship event. The previous two events have each attracted at least 55 volunteers each, garnered positive earned media coverage, and cleaned and stewarded five sites. We will engage the community to help remove large amounts of trash and build individual's stewardship and ownership of the creeks and natural areas. NCPRD and NCWC plan to host the third annual Watershed Wide Cleanup and Stewardship Event in the Mt. Scott and Kellogg Creek watershed either in the fall of 2020 or Spring of 2021, depending on COVID restrictions.

Watershed Action Planning:

NCPRD is invested in the success of the local watershed council NCWC. NCPRD staff have been a member of the NCWC Board since inception, and staff have lead the restoration committee for years in the past. More recently, NCPRD staff have re-taken on the role as chair of the restoration committee to guide the success of the Council's first watershed action plan covering NCWC's entire service area Watershed action planning is vital to both NCWC and NCPRD. NCPRD does not have a stand-alone watershed action plan to guide restoration of our sites; therefore partnering with local agencies such as WES and the local watersheds council to understand the watershed conditions and prioritize actions is critical. NCPRD has obligated \$10,000 in funding to help NCWC implement this watershed action planning. NCPRD is also a member of the Clackamas Partnership as an implementing partner. The Watersheds Action Plan covers the Kellogg Mt Scott Creek watershed and several smaller tributaries of the Willamette including Rinearson, Boardman and River Forest creeks, as well as the Willamette from the mouth of Rinearson Creek to the mouth of Kellogg Creek.

The current NCWC WAP process has at this time has garnered good grant support and already completed the watersheds assessment phase. The watershed assessment included background review, field surveys, data analysis and report. WES staff have been participating as reviewers and key partners on this process/

2) Watershed Action Plan Priority: Describe what goals that you hope your project will achieve. How do your project goals relate to the goals of the WES Watershed Action Plans?

NCPRD and NCWC propose to partner on this project to achieve the following goals:

Restoration:

- Improve habitat and water quality for Mt. Scott Creek and Camas Creek
 - By removing invasive plants and trees in the project area and planting and maintaining native plant species, NCWC and NCPRD will be increasing the habitat condition, cover and biodiversity of the riparian and upland habitats and will improve the riparian ecosystem to increase stream shade and support bank stability. (# acres, linear feet of riparian zone, desired plant communities?)
- Improve the connectivity of Mt. Scott Creek restoration projects.
 - This project is located in North Clackamas Park Area between the confluence of Kellogg and the 224 Culvert. WES implemented a major instream project at this site in 2012 and NCPRD implemented several smaller projects including a backchannel enhancement project and other smaller riparian projects.
 - o Enhancing habitat in this location is an important step towards restoring a contiguous and functioning Mt. Scott Creek corridor stretching from X to Y.
- Ensure successful restoration project maintenance
 - This project provides a unique security for WES's investment because of both NCPRD's and NCWC's proven commitment to site maintenance. NCPRD staff will maintain the site with regular invasive plant removal, which will allow the native plantings to become established, increasing native cover, shade, and buffer width at the site.

This property was selected because of its WAP priority classification, NCPRD ownership, and need of restoration to improve water quality. Potential restoration actions outlined in the Watershed Action Plan include increasing riparian corridor cover and function. This project will directly improve the riparian health and would indirectly lead to increased shade and natural recruitment of LWD by increasing streamside tree cover. Available data indicate good to fair conditions in reach MS1. Specific actions from the WAP that are addressed by this plan include:

- D5- Improve Riparian Buffer with Private Landowners and Partners. This project will result in an increase in riparian tree canopy leading to more shade, lower stream temperatures, and in the future, increased woody debris.
- D17- Targeted Invasive Species Management. The portion of this reach has non-native invasive species like Himalayan blackberry, Japanese knotweed, Lesser celandine, and others. This project proposes to treat these infestations using integrated pest management techniques.

Watershed Cleanup and Education Program Development:

- Increase community engagement of stewardship of public lands
 - Plan and implement a third annual Watershed Wide Cleanup and Stewardship event for Kellogg and Mt. Scott Creeks (and several Willamette River subwatersheds as supported By OLWSD and the City of Milwaukie) in early fall of 2020 or spring of 2021. NCPRD and NCWC will form partnerships with other groups and agencies to help sponsor this event. In addition, NCPRD,NCWC, and SOLVE recruit community volunteers to help with the cleanup event. The goal of this event is not limited to cleanup: we also have the goal of education, building an ethic of stewardship, and will, and we will have space for tables for partners to hand out educational materials. Furthermore, the COVID situation has created a pent-up demand for community connection: when restrictions are lifted, we will provide an opportunity for community members to come together in nature.
 - NCWC and NCPRD will also organize a volunteer event to engage neighbors and community members in the restoration of Mt. Scott Creek at the NCP site.
 NCPRD and NCWC plan to recruit a minimum of 15-20 community members to help work at the site.

Watershed Action Plan

- The WES WAP was completed in 2009. Data collected or used in analysis was collected prior to that time. The WES WAP is now over 10 years old. Although the WES WAP is still a very important guiding document, NCWC's success at funding and creating a watershed action plan that will propose priority projects is a vital update and next step. In addition, this WAP will have slightly broader topical and geographic focus that will complement the WES WAP, and fill gaps that the WES WAP did not address or that have changed in the interim. This action plan also provides other partners with an overarching guiding document and project proposals, including Milwaukie, OLWS, NCPRD and Gladstone. While these entities manage storm water and watershed actions in their own jurisdictions, impacts and improvements to those areas are beneficial to WES and the watersheds both upstream and downstream.
- 3) Project Scope: Briefly describe the activities you will conduct or work products you will produce.

NCPRD and NCWC will engage in the following activities, which will produce the following work products:

Restoration:

- NCWC will perform outreach to neighboring landowners of NCP.
 - The momentum of this project, building to the success of the past projects will be a good example to show other property owners in the Mt. Scott Creek watershed
 - This momentum should lead to more property owners signing onto to NCWC's SSP, which is targeting the Mt. Scott Creek for a contiguous corridor of riparian restoration.
- NCPRD, NCWC, and a restoration contractor will create a restoration plan for the project area to most efficiently use resources for project success.
 - The plan will include a plant list for the project. The plant list will be made up of plants from the 2016 Portland Native Plant List.
- NCPRD staff, NCWC members, and a restoration contractor will perform site prep across the 4-5 acre project area (only a portion will be planted, including mechanical removal of invasive as well as herbicide application.
- NCPRD staff, NCWC members, a restoration contractor, and volunteers will plant native plants between October and March.
 - One or two volunteer workdays will focus on weed control, planting and/or plant maintenance.
- NCPRD staff and NCWC members, and a restoration contractor will continue to maintain all plantings for a minimum of three years or until the native plants have been established.
 - This includes spot herbicide application and mechanical removal of emerging invasive plants and replanting as needed.
 - o All work will be documented through before and after photos.

The project will restore riparian habitat in and along a portion of creeks/floodplain inhabited by ESA-listed salmon and steelhead, and other sensitive native aquatic species. In the project area, patches of reed canary grass, ivy, blackberry are inhibiting recruitment of willows, other native shrubs and other trees in the riparian area. In addition, dense grass in the west portion of the site project area along MSC are difficult for native trees, shrubs, and herbaceous materials to establish. English ivy is competing with understory species and climbing native trees, including Oregon ask and Oregon white oak. Other invasive species present on site include poison hemlock and garlic mustard. Native plant cover is low nearly absent, especially in the west portion of the site project area and does not provide quality habitat, including the needed food sources, shelter habitats, etc. for our local pollinators and wildlife.

Watershed-Wide Cleanup and Stewardship Event

NCWC and NCPRD will plan, promote and implement a watershed cleanup event in early fall or spring of 2018

- Establishing/maintaining relationships with partners and sponsors.
- Working with project partners to set up a date and time at a location that can hold and event like this (e.g. NCP) based on timing and COVID restrictions
- Coordinating the recruitment of volunteers, outreach about the event including fliers, earned media, social media, and work with partners such as SOLVE.

- Coordination with partners and identifying potential sites to cleanup (3-Creeks, North Clackamas Park, Mt. Talbert, Phillips Creek, Minthorn Wetlands, and others), including logistics for trash pickup, transportation and parking of volunteers etc.
- Creating maps and procuring supplies and materials
- o Coordinating the collection, weighing and disposal of trash.
- o Planning event setup, agenda, speakers, signup/liability forms, coffee/snacks before event, tabling space/set up for partners, safety talk, etc.
- Planning and implementing a social portion of the event for volunteers to celebrate their work and learn about the benefits of their efforts.
- Following up with participants to create lasting engagement in watershed stewardship, further volunteerism, etc. For instance, a volunteer from last year's event is now creating a newsletter for the watershed; a second is working on a GIS project to assess sub-demographics in the tributary watersheds.

Watershed Action Plan:

- Work with WES staff to determine a reasonable scope of work for the project (currently in progress).
- Second, work with consultants to determine a final scope of work and contract that meets the goals of the Council, partners and budget.
- Third, oversee the implementation of the plan by the consultant. Council
 members and partners will provide background materials, like the
 recommendations provided by consultants during the North Clackamas Park
 2012 project and Oak Bluff Project (some which were not recommended to
 move forward because of funding restrictions). WES staff, ODFW staff, other
 partners and Council members will review products and make
 recommendations.
- We will recommend that the consultant understand the status of WES programs and projects, and make recommendations of council can support both WES goals and goals of habitat enhancement that may not be within WES's ability to fund, but are mutually beneficial.
- 4) Describe the watershed health and community benefits expected from this project. How will your project benefit water quality, riparian habitats, public understanding of and engagement in watershed health? Is your project connected to another restoration project or protected natural area? How is it expected to positively impact watershed health?

Restoration:

The watershed and the broader community will both benefit from this project because of improvements in habitat and water quality. Controlling invasive species and planting a diverse variety of native plants will improve habitat and water quality by decreasing water temperatures through stream shading, filtration of run-off by riparian vegetation, and reduced streambank erosion, which is critical for fish and wildlife populations to rebound and thrive as well as limiting temperature, fine sediments, and toxins contained in the soil. Additional benefits include slowing run-off to improve creek hydrology and reduce channel hydromodification.

When COVID restrictions are lifted, volunteer events will offer community members an opportunity to see and participate in professional restoration activities in their neighborhood and come away with the training and inspiration to make a difference on their properties. The benefits of this project to watershed health that result are both immediate and long-term. This project is connected to other projects implemented nearby along Mt Scott Creek within several reaches of the WAP; improvements will be felt both in this protected natural area owned by NCPRD adjacent both upstream and downstream of other WES current investments.

Watershed-Wide Cleanup and Stewardship Event:

The third annual **Watershed-Wide Cleanup and Stewardship Event** has dual goals of improving watershed health and catalyzing community engagement and understanding of watershed health. We accomplish these goals through organization and implementation of a cleanup event that will remove trash from the creaks and improve water quality. The cleanup will be accomplished by volunteers. Event organizers will explain the impacts of trash from our creeks to improve water quality. We will also explain what other projects, such as the 3 Creeks project, are currently in the planning phase and will improve water quality. In addition, we will give information about other actions that people can do to further improve water quality, in their own backyards, businesses, and daily habits, as well as how they can participate in the work of NCPRD, WES, and the Council in the future.

This project is connected to several projects in the Kellogg-Mt Scott Creek watershed ,and we are excited to plan and host this important washed clean up event, building on the success of the past two years that have presented clear evidence of a hunger for hands-on involvement in our watersheds.

Watershed Action Planning:

This project will fill a vital gap in the recovery of salmonid species and improving water quality by:

- Providing an assessment of current conditions, priority projects, locations, and actions in priority reaches in the lower Willamette River and tributaries within the NCWC coverage area. In this context, the KMS watershed is critical to both local fish stocks and the larger Clackamas Fish population, which need both KMS and nearby Willamette tributaries as refugia habitat. This will also build upon recent investments have been made in improving fish passage:, removal of a dam at the mouth of Rinearson Creek (completed summer of 2018) and the future removal of Kellogg Dam at the mouth of Kellogg/Mt. Scott Creek (planning/coordination funds granted by OWEB and Patagonia) will provide a substantial increase in accessibility for both adult and juvenile rearing. habitat
- Providing a long-needed update supplementing the WES 10 year-old Kellogg Mt. Scott Watershed Action Plan (2009), including identification of specific projects.
- Enabling the Council and its jurisdictional partners (WES, OLWS, NCPRD, City of Milwaukie, City of Gladstone, City of Happy Valley, Clackamas County, Metro) to work cohesively and prioritize work for maximum benefit.
- Allowing priority projects to quickly proceed to design and implementation.

This project will take advantage of a critical time window due to a six-year funding period of the Clackamas Focused Investment Partnership (FIP) that has made increased funding available for restoration of the Clackamas fish population for the next six years. If the Council is able to complete the Watershed Action Plan and identify priority projects by early 2021, these priority

projects can then be integrated into FIP funding in the subsequent two biennia of OWEB funding for design and implementation. Additional funding opportunities will also be sought to ensure timely and effective implementation of priority habitat restoration and protection projects identified in the WAP.

5) List the partners and groups that have committed to working on your project and describe how they will be involved (volunteer labor, in-kind donations, technical assistance, etc.).

Restoration:

The North Clackamas Watersheds Council is NCPRD's primary partner on this project. We will partner to organize a volunteer event and document volunteer labor. NCPRD will provide inkind donations of supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPRD will provide natural area staff technical assistant. This project will also rely on NCPRD staff, NCWC members and volunteers, NCWC's restoration contractor, and volunteers for the implementation of the restoration work. NCWC's Executive Director will assist NCPRD staff and be responsible for scheduling, budgeting, community outreach and volunteer event planning. We, we are planning to apply for OWEB funding this fall to further expand the impact of this project. This component can occur whether or not COVID restrictions are lifted, as it does not require large volunteer events: however, but NCPRD and NCWC have committed volunteers who are eager to help following social distancing requirements.

Watershed-Wide Cleanup and Stewardship Event:

The North Clackamas Watersheds Council is NCPRD's primary partner on this project. NCWC and NCPRD will partner to organize the watershed's second annual watershed wide cleanup event. The primary goal is to engage volunteers to help at this clean-up event. NCPRD will provide inkind donations of a location to host the event. In addition, NCPRD will provide some of the needed in-kind supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPRD will provide natural area staff technical assistant. This project will also rely on NCPRD staff, NCWC members, , and volunteers for the implementation of the clean-up and leading volunteers in the field NCWC's Executive Director will work with NCPRD and be responsible for scheduling, budgeting, community outreach and event planning. NCPRD and NCWC will work on recruiting partnerships and sponsors for this event. SOLVE supported this event last year and we anticipate their support again this year. Past sponsors include Leatherman, Oak Lodge Water Services, Bonneville Environmental Foundation, One Tree Planted, and Clackamas Soil & Water Conservation District.

Watershed Action Plan:

Because the NCWC watersheds have such a large population but are mostly in unincorporated Clackamas County and portions of three small cities, support for public budgets, awareness of ecologically-focused watershed level planning cohesiveness has been low. Our approach will therefore prioritize engagement of these jurisdictions on multiple levels (field, mid-level and senior leadership) in the assessment phase and the development of priorities. This will build their investment in the plan and the projects that emerge, and will result in greater future investment in watershed health. This intensive approach requires time to engage these jurisdictions in the planning process.

ODFW fish biologists are also deeply engaged in the planning process, and have participated in this process at a level that was unseen prior to this time. Their staff have limited resources, their higher than normal involvement shows the value and importance of this project.

The high population of these watersheds also represents a major opportunity to build public support for enhancing watershed health. As a citizen-based organization, NCWC excels at landowner and citizen engagement, and currently works on restoration projects on 120 private properties in these watersheds. We will engage these landowners to help them see how restoration of their property contributes to the larger strategy for their basin, and how it supports the other projects identified in the WAP. We will build strong public support for the major actions in the plan, which will help build both landowner engagement on future project sites and the jurisdictional cohesiveness noted above.

6) Describe your plan for long-term maintenance and continued community involvement (if applicable). Who will be responsible for monitoring the project site or assessing the needs of the project site after the funding period has ended?

Since the proposed project is on property owned and/or managed by NCPRD, NCPRD will be mostly responsible for site maintenance after project implementation is complete. This includes spot herbicide treatment and mechanical invasive removal, monitoring native plant mortality and new plantings as needed. NCPRD is committed to regular seasonal maintenance until the native plantings are established. NCPRD may propose that additional volunteer events occur on the property to help with long-term maintenance and or other possible partnerships to support the improved health of the site. In addition, continued community involvement will be addressed by making the site a priority in any upcoming watershed-wide service events.

The Watershed Wide Cleanup and Stewardship Eventwill be the third annual event. NCPRD is committed to supporting this event in years to come.

The Watershed Action plan will be created in a way that is relatively easy to update and, keep as a living document for years to come. It will provide guidance for the Council and its partners, when investing in restoration actions or identifying other future needs

7) Explain why your organization has the experience and capacity to conduct the project (planning, implementation, maintenance, reporting and outreach), including identification of key personnel, their roles and qualifications.

NCPRD is a full service parks and recreation district with a staff that has professional knowledge and expertise in many subfields of parks and recreation management including planning, maintenance, marketing and outreach. NCPRD has performed an array of large and small restoration projects across the many acres of parks and natural areas managed by the district. NCPRD has also managed many grants and has a great track record of sticking to the grant budget, completing reporting in full and on time along with building solid partnerships that build and grow into additional partnership projects that meet multiple objectives. Tonia Williamson, NCPRD's Trails and Natural Resources Division will be the lead on the project. She has a long history and excellent track record of successful restoration projects in WES's service district including the management of 3-Creeks Natural Area and the associated WES investments on that property.

NCWC's Executive Director Neil Schulman, will be a project manager. Neil started working for NCWC in 2018 and brings background in community organizing in conservation of urban areas environmental nonprofit management, and communications, and . Neil helped managed the first two annual Watershed Wide Cleanup and Stewardship Events and the similar, and successful Sunnyside and 117th and Talbert project in 18-19 and 19-20. NCWC will also help lead all volunteer restoration events and be the lead on recruiting volunteers and engaging the local neighbors. NCWC has an excellent track record of bringing new partners to the table including businesses and private landowners within the community. NCWC has several years of experience managing RiverHealth Stewardship Program grants and will assist with reporting and grant management.

NCWC's restoration contractor is Mosaic Ecology LLC. The owner and restoration expert, Jason Dumont, has many years of restoration experience and detailed knowledge of the geographic area, with both Mosaic and the Nature Conservancy Mosaic Ecology LLC has implemented restoration activities on several other RiverHealth Grant funded projects such as Southern Lites, Sunnyside and 117th, Talbert and NCWC's Streamside Stewards Program.

Tonia Williamson (NCPRD) is also co-leading the Watershed Action Planning process for NCWC with Neil Schulman (NCWC). This partnership has been successful in completing the first phase of this projects goals, conducting a rapid-bio assessment of the watersheds. The Council hired Interfluve and Altap Restoration (Todd Alsbury- former, ODFW Clackamas Fish Biologist) to conduct the assessment. WES staff has participated in each step of completing the assessment providing comments and review from the creation of the scope of work to reviewing the draft report.

8) Do you need a permit for any of the proposed activities? If so, what permits are needed and how are they scheduled into the project timeline?

No permits are needed.

B.) Project Timeline

Month/Year	Tasks To Be Completed	Parties Responsible	
Fall 2020 (or Spring of 2021)	Coordinate Watershed Wide	NCWC Executive Director and	
	event partners, location, date,	NCPRD Staff	
	logistics, implement event		
	(based on Covid guidelines)		
Summer and Fall 2020	Continue Watershed Action	NCWC Executive Director and	
	Planning process	NCPRD Staff	
Summer and Fall 2020	Set up and perform site visits	NCPRD Staff, NCWC Executive	
	and create restoration plan NCP	Director and NCWC Contractor	
Summer and Fall 2020 through	Herbicide application	NCWC Contractor and NCPRD	
April 2021		staff	
Summer and Fall 2020 through	Mechanical weed removal	NCPRD Staff, Volunteers and	
April 2021		NCWC Contractor	
October 2020 through March	Native plant installation	NCPRD Staff, Volunteers and	
2021		NCWC Contractor	

October 2020 through March	Continue Watershed Action	NCWC Contractor, NCPRD staff		
2021	Planning process; finalize plan and OLWSD staff, along with			
		other partners including WES.		
Year round, 2020-2021	Habitat observation, monitoring	NCWC Executive Director,		
		NCPRD Staff, NCWC Contractor		
Year round, 2020-2021	Data input, tracking, reporting	NCWC Executive Director and		
		NCPRD Staff		
June 2020	Final report to WES	NCWC Executive Director and		
		NCPRD Staff		

COVID Note*

If COVID restrictions impair our ability to move forward with the Watershed wide cleanup and stewardship event both fall of 2020 and spring of 2021 then we can divide that funding up into the to the two proposed projects, restoration of NCP (additional plants/weed control) and the watershed action plan.

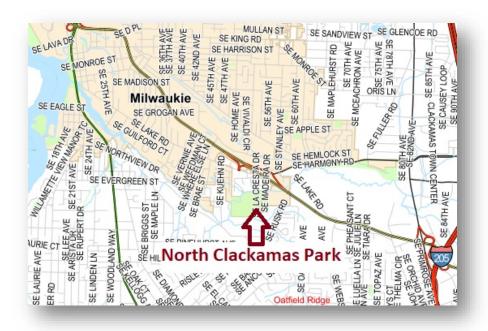
C.) Budget B COVID

		Matching Funds,			
	RHSP	Goods and			
Activity/ Expense	Funds	Services	Source of Match	Comments	Totals
Materials and Supplies	\$	\$	(Name of org)		
Plants	\$1,530			Bare root natives (COVID added \$230 to plants)	\$1,530
Mulch					\$0
Tools		\$100	NCPRD		\$100
Erosion Control					\$0
Mileage					\$0
Printing	\$50			(COVID Change from Event to WAP)	\$50
Project Supplies	\$350			(COVID Change from Event to WAP)	\$350
Other (specify)					\$0
Refreshments					
Work Party Snacks					\$0
Staff/Professional Services					
	\$2,150			NCWC Coordination with NCPRD, create final	\$2,150
				plan, contractor management, implementation,	
				project development, administration. (COVID	
Nonprofit/Agency Staff				Reduced by 3,000)	
	\$4,000	\$4,000	NCPRD	NCPRD or other partner project planning,	\$8,000
Nonprofit/Agency Staff				coordination, implementation	
	\$6,075			Mosaic weed control and planting. (COVID	\$6,075
Contracted Services				Increased by 1,000)	
Administrative Fees	\$2,800			(COVID increased by 1000)	\$2,800
	\$13,000	\$64,000	NCPRD, PGE-TNC, OWEB	Complete watershed action plan (COVID	\$77,000
Contracted Services				Increased by 1,000)	
Insurance*					\$0
Volunteer Labor					
Volunteer Labor		\$763		10 PP individuals for 3 hrs (conservative estimate)	\$763
	RHSP	Matching			Project
Total for Grant Project	Total	Total			Total
	\$29,955	\$68,863			\$98,818

D.) Supporting Documents

a. Site map, photos and letters of support

Maps of the site: North Clackamas Park





Photos- WES RHS 20-21

North Clackamas Park Riparian

- 1. West end of park near MSC are where mowing stopped 3 years ago and will be revegetated
 - a. Habitat near to the area we will work with habitat enhancement similar to our goal within this current project (panted and maintained 7 years ago after the WES 2021 project completion).



b. Area where mowing stopped 3 years ago where revegetation will occur (two photos)





- 2. Camas Creek Area of site
 - a. Reed Canary Grass and Ivy Patches





b. Camas Creek Riparian Area - Some positive elements including skunk cabbage and large wood recruitment.



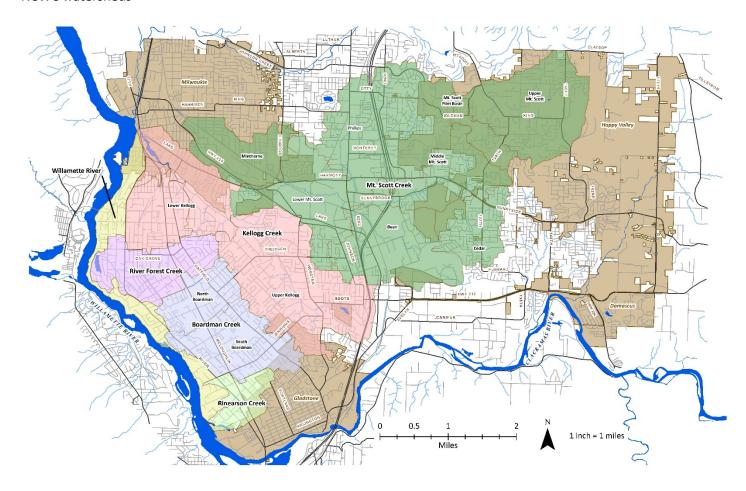
c. Camas Creek Wetland

This wetland steals the show with its gorgeous camas meadow with fawn lilies! Weeds and weed trees are encroaching and need to be controlled. A secondary goal is to enhance this wetland with a cultural restoration focus and partner with a group like Wisdom of the Elders.



3. Watershed Action Plan Area

NCWC watersheds



COVID 19 Response Plan

River Health Stewardship Grant 2020-2021

For NCPRD Stewardship NCP WAP 20-21: Please send further information on your COVID-19 contingency plan, outlining tasks in your scope of work that will accomplish your project while meeting COVID-19 requirements. Include a revised budget if the contingency plan changes the costs or categories of costs shown on your budget form.

The sub-projects NCP restoration and the WAP are primarily carried out by either NCPRD staff or a consultant/contractor we think these projects will proceed without interruption by COVID. Therefore, we are proposing that if COVID prevents the watershed wide volunteer event from happening we will dived the funding that would have supported that event into the other two sub-projects (NCP and WAP).

The NCP restoration project is focused on both NCPRD staff and contractors performing restoration actions including planting. If COVID prevents the watershed wide event from happening in both the fall of 2020 and spring of 2021 we will transfer some of the requested funding from the NCWC ED coordinating the event (-1,500) into the North Clackamas Park project, a small amount into extra plants (\$230.00 (from (work party snacks (-200) and mileage(-30)) and into paying the contractor to plant the plants, assuming that we will not have volunteers to help plant the plants (+\$1,000). We do assume that some volunteers will want to support NCPRD for this restoration project and NCPRD has allowed individual volunteers to work alone at our sites on tasks like pulling ivy.

The Watershed Action Planning (WAP) funding will go toward paying a consultant to help produce the WAP with some funding for NCWC administrative (+\$1,000) and Council ED to manage the project. If the watershed wide event does not happen funding will be transferred from the NCWC ED coordinating (-\$1,500) to the WAP contract (+\$1,000).

2. <u>For tasks with outreach to adults</u>: Will COVID-19 protocols change your outreach plan? If so, please describe the tasks in your contingency outreach scope of work. Include a revised budget if the contingency plan changes the costs or categories of costs shown on your budget form.

We have proposed funding support for the third annual Watershed wide cleanup and stewardship event with NCWC. If due to COVID restriction this cannot happen this fall 2020, both NCPRD and NCWC are happy to move this event to spring 2021. If we determine that COVID restrictions will not allow the event to happen at all during the 20-21 FY, we are happy to split that funding into the two other proposed projects, NCP restoration and WAP (see changes above and in the budget).

Change in budget if COVID impacts Outreach Volunteer Watershed wide event

Activity/ Expense	RHSP Funds	Matching Funds, Goods and Services	Source of Match	Comments	Totals
Materials and Supplies	\$	\$	(Name of org)		
Plants	\$1,530			Bare root natives (COVID added \$230 to plants)	\$1,530
Mulch					\$0
Tools		\$100	NCPRD		\$100
Erosion Control					\$0
Mileage					\$0
Printing	\$50			(COVID Change from Event to WAP)	\$50
Project Supplies	\$350			(COVID Change from Event to WAP)	\$350
Other (specify)					\$0
Refreshments					
Work Party Snacks					\$0
Staff/Professional Services			•		
Nonprofit/Agency Staff	\$2,150			NCWC Coordination with NCPRD, create final plan, contractor management, implementation, project development, administration. (COVID Reduced by 3,000)	\$2,150
Nonprofit/Agency Staff	\$4,000	\$4,000	NCPRD	NCPRD or other partner project planning, coordination, implementation	\$8,000
Contracted Services	\$6,075			Mosaic weed control and planting. (COVID Increased by 1,000)	\$6,075
Administrative Fees	\$2,800			(COVID increased by 1000)	\$2,800
Contracted Services	\$13,000	\$64,000	NCPRD, PGE-TNC, OWEB	Complete watershed action plan (COVID Increased by 1,000)	\$77,000
Insurance*					\$0
Volunteer Labor					
Volunteer Labor		\$763		10 PP individuals for 3 hrs (conservative estimate)	\$763
	RHSP	Matching			Project
Total for Grant Project	Total	Total			Total
Total for Grant Project	\$29,955	\$68,863			\$98,818

EXHIBIT B

2020-21 EDUCATION & OUTREACH REPORTING FORM

Project Name:	Organization Name:
Project Info:	
Watershed	
Total number of educational events, community presentations, and public tour participants	unity
Activities:	
Public outreach events Educational eve	nts or tours for general public
Educational events for students and/or teach	er training
Other (describe)	
For Public Outreach/Ed/Tabling/Online Ever	nts:
Name of Event	
Date	
Brief description of event	
No. of attendees in WES service district	
or WES district zip codes	
No. of community presentations or	
tours, online or in person	
No. of tour or online participants	
For School (Student/Teacher Education):	
Names of schools	
No. of students or no. of attendees	
No. of educational events or online sessions	
No. of volunteers	

Please submit copies of the following items with reporting:

- 1) Sign-in sheets, marketing materials, media releases, media articles, newsletter articles about the project as well as newsletters, marketing materials, web pages, etc. where the WES logo was used.
- 2) Digital photos taken and indicate which can be used in WES publications and websites.
- 3) Please provide assurance that landowner agreements were in place, if needed.
- 4) Meeting notes or other applicable records.

INVOICE AND REPORTING INSTRUCTIONS

SCOPE OF WORK

The scope of work specifies the work and requirements the Grantee shall undertake as part of District's RiverHealth Watershed Stewardship Program Grant Agreement. The original grant application (see Exhibit A) sets forth the scope of work.

MONITORING AND REPORTING REQUIREMENTS

Grantee shall complete District's Reporting Forms and submit by June 30 of current fiscal year. Forms shall be populated with initial information about the project and updated when the project is completed with accurate information. In addition, ACRES OF NEW AREAS PLANTED and/or NUMBER OF EVENTS (including field trips) shall be reported on a quarterly basis.

PAYMENT

The Grantee shall submit reimbursement requests for work associated with meeting the scope of work. Reimbursement requests must be submitted at least quarterly and shall not be submitted more frequently than once a month. To request reimbursement, the Grantee will submit the following:

- Invoice, with costs shown by category.
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward any match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that District should know about (if applicable). Include total number of educational events, community presentations, and tour participants in the summary.
- Acres of new areas planted shall also be reported on a quarterly basis. For outreach and education projects, number of events or field trips shall be reported quarterly.

All reimbursement requests should be sent to District at the following address:

Water Environment Services ATTN: Gail Shaloum, Project Manager 150 Beavercreek Rd, Suite 430 Oregon City, OR 97045

Payment for this Agreement shall not exceed the amount stated in the Agreement and shall meet the stated match requirements (if applicable) in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by District are not eligible for reimbursement. Payment shall be made by District on a Net Thirty (30) day basis upon approval of reimbursement request.

EXHIBIT B

RIPARIAN RESTORATION AND ENHANCEMENT REPORTING FORM

Project Name <u>:</u>	Tax Lot No				
Area of NEW planting (not main	ntenance):	ac.			
Project Info:					
Fiscal year for activities (e.g.	2020-21)				
Stream/Tributary					
Watershed Action Plan Priority R	ating (H, I, M or NA)				
Approx area worked on, acres					
Length of stream worked on, li	near feet				
Left bank, right bank, (looking	g downstream) or both				
Width-left bank	,				
Width-right bank					
Landowner name and address	3				
Landowner contact and agree	ment obtained: Yes_	No	Att	ached: Yes No	_
*Attach map and site plan showing cree photos of work. Please send map show https://gis.oregonmetro.gov/m	ing parcel and area worke				t features, and
Focus of restoration activities:	Use (M) for Major;	(m) for	mino	r activity for activitie	es below.
Riparian vegetation planting:	Instream:Clean	up:	Eros	sion:Other:	
Invasives removed (acres):	Dominant invasiv	e speci	es:		
Removal techniques used:	Herbicides us	sed:			None:
Level of infestation: Heavy, der	nse: Moderate:	Lig	ht, sca	ttered:	
Maintenance visit: Year 0					her
<u>(Note</u> : Year 0 means year plants	were installed, Year 1	means	first y	ear after planting.)	
Maintenance type performed:					
Check here if site is graduating	(last year of maintenand	ce unde	er gran	t agreement):	_
Natives Planted: (list species, n	numbers, and form-bare	root o	r conta	iner, etc.)	
Trees			No.	Density or spacing	Size/form
	Total #	trees			
Shrubs					
	Total # cl	hruhe			1

Herbs								
			7	Total # herb				
Seeds-species					lbs.	or % composition		
			To	otal lbs. see	d			
ther materials su	ich as	coffee bags	, geotextile,	stakes, brov	vse pro	tection, mulch, soil amer	ndments,	
ncing, signage,	etc.				-			
Material						Approximate number of	or amount	
						**		
st any schools	that ne	articinated	if any:					
•	ınaı p	ii ticipatcu	, 11 any					
olunteers:								
No. of volunte	ers	Total dona	ated hours					
				1				
# of volunteer	s in Di	strict zip co	des:	% of volunteers in District zip codes:				
lonitoring Resu	lte•							
% survival		eed cover	% bare soi	1 Other re	enlte o	r nerformance standards		
70 Sui vivai	70 W	cca cover	70 0arc 301	oil Other results or performance standards				
	_							
anned accompli	shmen	ts or recom	mendations:	for future w	ork on	this site:		
Estimate for fu	ıture n	naintenance	: approx. \$ r	er vear				
Estimate for fu								
			• •	•		1		
	,	_		_		on results to date, what v		
-		_		ice for those	e under	taking similar work, cha	inges from	
riginal scope of	work, e	etc.):						
			•	1 6.1	1			

Photographs: Please provide representative samples of digital photos taken for District projects and indicate which can be used in District publications and websites.

INVOICE AND REPORTING INSTRUCTIONS

SCOPE OF WORK

The scope of work specifies the work and requirements the Grantee shall undertake as part of District's RiverHealth Watershed Stewardship Program Grant Agreement. The original grant application (see Exhibit A) sets forth the scope of work.

MONITORING AND REPORTING REQUIREMENTS

Grantee shall complete District's Reporting Forms (<u>Exhibit B</u>) and submit by June 30 of current fiscal year. Forms shall be populated with initial information about the project and updated when the project is completed with accurate information. In addition, <u>ACRES OF NEW AREAS PLANTED and/or NUMBER OF EVENTS (including field trips) shall be reported on a quarterly basis.</u>

PAYMENT

The Grantee shall submit reimbursement requests for work associated with meeting the scope of work. Reimbursement requests must be submitted at least quarterly and shall not be submitted more frequently than once a month. To request reimbursement, the Grantee will submit the following:

- Invoice, with costs shown by category.
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward any match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that District should know about (if applicable).
- Acres of new areas planted shall also be reported on a quarterly basis. For outreach and education projects, number of events or field trips shall be reported quarterly.

All reimbursement requests should be sent to District at the following address:

Water Environment Services ATTN: RiverHealth Watershed Stewardship Program 150 Beavercreek Rd Oregon City, OR 97045

Payment for this Agreement shall not exceed the amount stated in the Agreement and shall meet the stated match requirements (if applicable) in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by District are not eligible for reimbursement. Payment shall be made by District on a Net Thirty (30) day basis upon approval of reimbursement request.

FINAL REPORT

One electronic copy of the District's Reporting Forms (Exhibit B) with all applicable information completed for every site worked on under this Agreement will be due upon project completion.