



September 6, 2018

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Grant Agreement with Water Environment Services for RiverHealth Stewardship

Purpose/Outcomes	Acceptance of a Grant Award for RiverHealth Stewardship from Water Environment Services (WES)
Dollar Amount and Fiscal Impact	\$15,800 in additional revenue
Funding Source	WES RiverHealth Stewardship Grant
Duration	July 1, 2018 - June 30, 2019
Previous Board Action	NCPRD has been awarded WES River Health Stewardship Grants in the past, most recently in 2016.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Tonia Williamson, <i>NCPRD Natural Resources</i> , 503-742-4357

BACKGROUND:

This grant agreement will provide funding for multiple projects and education surrounding the health of local waterways. All projects will seek to implement restoration efforts along Mount Scott Creek, which flows through North Clackamas Park. This project meets both strategic priorities of both the District and WES to enhance habitat and improve water quality.

Grant funding will also help support a watershed-wide clean up event in partnership with WES and the local watershed council, North Clackamas Urban Watersheds Council (NCUWC). Furthermore, the grant will support the creation of a plan to form a partnership to lead service-learning for District residents with a focus on natural resources as well as equity, diversity and inclusion.

The WES RiverHealth Stewardship Grant program supports a variety of activities, including projects to enhance water quality, restore habitat, manage invasive plant species, organize community volunteer events, provide watershed science education and remove trash from waterways. The grant award also supports the continued stewardship of previously restored project sites to protect investments made in recent years.

Mount Scott Creek is part of the larger Kellogg-Mt. Scott Watershed served by both the District and WES. In 2009, WES developed a Watershed Action Plan for the watershed with basin-specific strategies for better watershed management. This grant agreement helps further implement the Watershed Action Plan and supports continued management of this local creek.

RECOMMENDATION:

Staff respectfully recommend the Board approve the WES River Health Stewardship Grant and delegate authority to the BCS Director, Deputy Director or designee to effectuate any document necessary to effectuate the same.

ATTACHMENTS:

1. RiverHealth Watershed Stewardship Program Grant Agreement
2. WES River Health Stewardship Grant Lifecycle Form
3. River Health Stewardship Program (RHSP) Proposal – North Clackamas Watershed Stewardship Initiative

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**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").

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. Notwithstanding any statements or inferences to the contrary, the District neither intends nor accepts any 1) direct involvement in these projects; 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 projects.

The Grantee hereby agrees to perform the activities described on Exhibit A, on the schedule set forth in Exhibit A, each as attached hereto and incorporated by reference, hereinafter called the "Project."

The District and the Grantee agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 Grant Activities. The Grantee shall perform all activities set forth in Exhibit A (the "Work") according to the terms and conditions of this Agreement.

1.2 Compliance. The Grantee agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, Work in connection with the Project as stated and defined in Exhibit A.

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 June 30, 2019.

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 compensate the Grantee for Work performed in accordance with this Agreement in an amount not to exceed fifteen thousand, eight hundred and 00/100 Dollars (\$15,800.00) (the "Maximum Amount"). Notwithstanding anything else to the contrary herein, 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 specifically described in Exhibit A.
- 3.1.2 The Grantee shall submit quarterly reimbursement requests for work associated with meeting the scope of work and progress reports in accordance with the payment terms and procedures contained in Exhibit A attached hereto.
- 3.1.3 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 negligence or unsatisfactory work by the Grantee, the failure of the Grantee to perform as required under this Agreement, or claims filed against the Grantee or the District relating to the Grantee's Work or other work performed under this Agreement.

3.2 Payment Procedure. Billing and payment shall be made consistent with the terms set forth on Exhibit A, 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. No interest shall be paid on disputed amounts.

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 Exhibit A, using the forms contained in Exhibit B, attached hereto and incorporated by reference.

4.2 Termination of Agreement. 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 is an independent contractor and assumes full responsibility

for the performance of the Project Work. 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 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, its officers, commissioners, 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.
- 4.5.2 The insurance coverage shall include the District, its officers, commissioners, 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 Beaver Creek 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 Beaver Creek Rd, 4th floor
Oregon City, OR 97045
ATTN: Elizabeth Gomez

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.

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 2018-19.

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

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.

[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 Beaver Creek Rd, 4th floor
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

Lead Department: BCS Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: WES River Health Stewardship
Funding Source: Federal State Clackamas County
Requestor Information (Name of staff person initiating form): Tonia Williamson
Requestor Contact Information: 503-742-4357 twilliamson@ncprd.com
Department Fiscal Representative: Elizabeth Gomez, NPCRD Financial Operations Manager 503-742-4352
Program Name or Number (please specify): NCPRD
Brief Description of Project:

This project will support the NCPRD Natural Resources division in partnership with the North Clackamas Watershed Council (NCWC) in order to implement restoration at NCPRD site(s), contribute funds to implement a watershed-wide cleanup event as well as plan a service learning program.

Name of Funding (Granting) Agency: Water Environment Services (WES)

Agency's Web Address for Grant Guidelines and Contact Information:

<http://www.clackamas.us/wes/documents/stewardshipguide.pdf>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: _____ Announcement/Opportunity #: _____
Grant Category/Title: _____ Max Award Value: \$ 30,000.00
Allows Indirect/Rate: _____ Match Requirement: Not required but helpful
Application Deadline: 4/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2018 (approx.) Other Deadline Description: _____
Grant End Date: 6/30/2018
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's Mission/Purpose/Goals?

This grant provides funding to implement needed restoration efforts in a priority reach as stated in the WES Watershed Action Plan of Mt Scott Creek. This project will meet both NCPDR and WES priorities to enhance habitat and improve water quality. The funding also helps support a watershed wide clean up event helping not only WES, NCPDR and the local watershed council (North Clackamas Urban Watersheds Council NCUWC) reach our goals, but supports the whole community. The last element of this grant proposal will be to ask for funding to support the creation of a plan to form a partnership based program to lead service learning for children in the NCPDR District. The focus is on natural resources education and equity, diversity and inclusion.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The grant will help NCPDR provide better parks and recreation services to our district residents by enhancing the habitat at one of our sites, cleaning the site and support the goal of providing educational service opportunities to some children within the District.

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

This project is partnering with many other groups and agencies, but since NCPDR holds many acres of land within the Mt Scott Creek watershed we are taking this opportunity to help support both our own goals along with WES and the Watershed council to enhance habitat and clean up Mt Scott Creek. Each partner will come to the table with a different match. NCPDR's match is technical guidance of the restoration, an event space to hold the watershed wide event (we do this also with Johnson Creek Watershed Council at Mill Park). As recreational professionals we help gather information about programming to make recommendations about content, partnership responsibilities, resources needed, site location availability, etc. there are few other groups or partners who can take on all of these roles as efficiently and as effectively with event space as NCPDR.

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

The grant's objective is to improve water quality. This project meets this goal through enhancing streamside vegetation through replacing invasive species with natives and/or increasing stream buffer width as well as educating those who work and live in the surface water districts served by WES on water quality. Furthermore, this grant will help reduce garbage pollution in the creek.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

The grant would aid NCPDR's Natural Resources division, and existing program, to accomplish restoration of habitat, clean up of trash, and education and outreach tasks with partners. A new program will be researched and proposed with this funding but we will need to work with partners to apply for additional grant to implement a new program. That program may or may not be led by NCPDR depending on what this year's research reveals.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

NCPDR has qualified staff to partner with WES, NCUWC and other partners to implement this project. NCPDR has Natural Resources staff who regularly implement restoration projects at District-owned and managed sites, in addition to helping with cleanup events like the Johnson Creek watershed-wide event. NCPDR staff will work with partner groups to help develop recommended actions for a service learning education program, which could be implemented in FY 19-20 if additional funding is awarded.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

The partnership is primarily composed of NCPRD, WES and NCWC, but other partners are anticipated to be involved, such as SOLV and Oak Lodge Water Services District (OLWSD). Each partner agency has professional natural resources staff focused on watershed health. WES will not only provide funding support but also technical guidance and knowledge. The Watershed Council will provide technical guidance, coordination, field services and knowledge. NCPRD will provide technical guidance on the restoration project as well as provide an event space to hold the watershed-wide event (we do this also with Johnson Creek Watershed Council at Mill Park). Both OLWSD and NCUWC have provided letters of support that NCPRD will provide with the grant application.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

At this time this grant will not fund the employment of any new staff based on a new program.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

Collaboration

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

WES

Reporting Requirements

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

NCPRD has applied for this grant in the past and has completed the reporting requirements to meet WES's requirements. We will need to submit four quarterly reports documenting our time and request for reimbursement along with a summary of accomplishments.

2. What is the plan to evaluate grant performance? 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?

At this time we do not have a plan to evaluate grant performance. NCPRD will work toward developing a data source within the grant timeframe.

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

NCPRD will submit fiscal reports to WES quarterly.

Fiscal

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

NCPRD will realize more benefit than this grant will cost to administer.

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

No Match is required, NCPRD will use staff and resources as match to make this application more competitive. In addition, NCPRD is partnering with OLWSD and NCUWC who have already written letters of support explaining their commitments to this project.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

No match is required, however NCPRD will contribute staff time and resources to make this application more competitive.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

One time funding. The site will be managed by NCPRD staff after restoration efforts have enhanced the site. The enhancement will remove invasive plants and plant native plants. NCPRD maintains sites at a basic level, this restoration will help NCPRD reduce long term costs of management of the site while enhancing the habitat. The watershed-wide event is a one-time event. NCPRD may propose to partner with NCWC again next year to sponsor the event. If the partnership proposes a service learning program that is feasible to implement in 2019, NCPRD may partner to apply for additional grants to implement that project, however, NCPRD may not be the lead depending on the results of the work performed this year.

5. 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?

NCPRD is not asking for indirect costs. The grant will cover up to 10% of indirect costs.

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>Lauren Zentner</i>	<i>4/30/18</i>	<i>Lauren Zentner</i>
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
<i>Lauren S. Butman</i>	<i>4-30-2018</i>	<i>Lauren Butman</i>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

Exhibit A

SCOPE OF WORK AND SCHEDULE

(Attach Original Stewardship Program Application)

RiverHealth Stewardship Program (RHSP) Proposal – North Clackamas Watershed Stewardship Initiative

April 25, 2018

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



A.) Cover Sheet



Is this a Supplemental Grant application? Yes No



APPLICATION FORM

2018-19 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 I: 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 of \$30,000):

Project Location (address or closest street and cross street):

Please indicate the watershed(s) that the project is located:

<input checked="" type="checkbox"/> Kellogg Creek	<input checked="" type="checkbox"/> Mt. Scott Creek	<input type="checkbox"/> Johnson Creek
<input checked="" type="checkbox"/> Sieben Creek	<input type="checkbox"/> Cow Creek	<input type="checkbox"/> Rock Creek

Project Category (check all that apply):

<input checked="" type="checkbox"/> Riparian or wetland restoration	<input type="checkbox"/> Stormwater feature/pavement removal
<input checked="" type="checkbox"/> Education/outreach	<input type="checkbox"/> Stewardship of Existing Projects
<input checked="" type="checkbox"/> Waterway clean-up	<input type="checkbox"/> Scientific or engineering study



Provide a one-paragraph summary that describes your project:

NCPRD is excited to submit this application in partnership with other non-profits and agencies. This proposal is a three part proposal focused on implementation of habitat restoration to improve water quality, engage volunteers at the first annual watershed wide event for Kellogg and Mt Scott Creek watershed, and to support planning to initiate a partnership focused on education of youth. The first project aims to reduce non-native plant cover and increase native plant cover within a site that is located along Mt Scott Creek near 117th and Sunnyside, and area that WES has focused resources and is a priority reach based on the WAP. The Second project proposes to set up a partnership to help coordinate and implement the Kellogg/ Mt Scott first annual watershed wide cleanup event. The third project propose to set up a partnership to form an education program focused in the North Clackamas area.

For restoration projects, please fill in relevant information:

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

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

WAP Priority (High, Intermediate, Moderate) if applicable

For Educational projects:

Number of classes to participate

Number of classroom visits

Number of outdoor site visits

B.) 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 Urban Watersheds Council (NCUWC) and other partners to plan and implement the three propose projects within this application.

NCPRD identified the Sunnyside Road and SE 117th property as a priority area for restoration because of the presence of several invasive species with the potential to dominate the site (see attached pictures), opportunities to engage neighbors, 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 MS9. Resources have been invested by WES, NCPRD, Metro, OWEB, and NCUWC within this reach. The WES Watershed Action Plan (WAP) for Kellogg and Mt. Scott Creeks (June 2009) lists this reach as an intermediate priority. The recommended management strategy for this reach includes increasing vegetative understory cover to improve channel stability and vegetative cover and the addition of LWD to improve structure. The restoration of this property will increase habitat quality and improve connectivity of the headwaters of Mt. Scott Creek to Mt. Talbert Nature Park and the upcoming Oak Bluff project.

The Kellogg/Mt. Scott system has often been overlooked in regional conservation planning and prioritization of community investment. In addition, our local watershed council, NCUWC, does not have base funding from OWEB making it difficult to implement non grant related projects like an annual watershed wide cleanup event, like neighboring OWEB supported councils like JCWC and CRBC. The Kellogg –Mt Scott watershed is located within a highly urbanized part of Clackamas County and is in desperate need of an organized annual cleanup. A watershed wide cleanup event is a great opportunity for community engagement and increased stewardship to improve water quality.

Clackamas County lacks education opportunities for youth, especially when compared to or nearby neighbors in Portland. NCPRD proposes to partner with several other agencies and non-profits, including NCUWC who will help facilitate and coordinate the process, to strategically plan, apply for additional funding and begin implementation of an educational service learning youth corps type program in partnership with WES, Oak Lodge Water Service District, Clackamas Community College, North Clackamas School District, Willamette Riverkeeper, Lower Columbia Estuary partnership, and others.

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

Restoration:

NCPRD acquired the property at Sunnyside Road and SE 117th Ave. in 2009. It is classified as a greenway site, because of the potential to connect the Mt Scot Scouter Mountain loop trail through this site. This site is primarily composed of riparian habitat and currently has no visitor access. In the past, NCPRD has performed basic vegetation management at the site, however, due to its unimproved and limited access, the site remains a low priority for future restoration investment by NCPRD.

The proposed project area is located along Mt. Scott Creek immediately upstream of Sunnyside Rd. in the MS9 reach of the stream. According to the WAP, "Reach MS9 begins at Southeast Sunnyside Road and continues upstream to Southern Lites Park near Southeast 122nd Avenue. The contributing area to this reach is mainly comprised of residential development, which largely lacks structural stormwater BMP treatment."¹

¹ Water Environment Services, "WATERSHED ACTION PLAN Kellogg-Mt. Scott Watershed", 2009, 5-28.

The project will take place on tax lot 22E03AA00137, but could extend an additional 50 feet south into the Sunnyside Road corridor. The 1.44 acre property is bisected by the stream and includes both banks and an average of 100 feet of buffer on each side of the stream. All work will take place on NCPRD owned property (or property owned by the county in the ROW).

Watershed Cleanup

NCPRD and NCUWC hold volunteer cleanup 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 rates of homelessness and utilization of natural areas for temporary shelter and recreation the amount of trash in these systems is beyond the scale that NCPRD can remove on their own. Many other organizations and partners hold successful cleanup events that engage the community, remove large amounts of trash, and build individual's appreciation and ownership of the creeks and natural areas. NCPRD and NCUWC plan to bring the watershed scale cleanup to the Mt. Scott and Kellogg Creek watersheds.

Education Program Development:

NCPRD and NCUWC have partnered on events that help educate youth in the North Clackamas area, however, the primary goal of past events was not focused on education of youth. There are currently not many education and engagement programs and projects in our area of the region. We would like to partner on the development of a comprehensive education service learning program for youth living in the North Clackamas area. NCPRD and NCUWC are looking for support from the RiverHealth Grant program to engage with partners who would like to provide education services to area youth. This work would include identifying gaps, program opportunities, and coordinated efforts to bring students to NCPRD and WES properties and the creeks. Partners that are implementing education programs and that we will work with on this project include: Oak Lodge Water Service District, North Clackamas School District, Lower Columbia Estuary Partnership, Clackamas Community College, Johnson Creek Watershed Council, WHEP, CCWET, Clackamas Soil and Water Conservation District, Audubon Society of Portland, and more.

See map in section E for the specific project locations.

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 NCUWC propose to partner on this project to achieve the following goals:

Restoration:

- Improve habitat and water quality for Mt. Scott Creek
 - By removing invasive plants and trees in the project area and planting and maintaining native plant species, NCUWC and NCPRD will be increasing the biodiversity of the riparian and upland habitats and will improve the riparian ecosystem to increase stream shade and support bank stability.
- Improve the connectivity of Mt. Scott Creek restoration projects from the Mt. Scott headwaters to Mt. Talbert and Oak Bluff
 - This project is located between the Southern Lites project (funded in 2016-2017) and Mt. Talbert.
 - Enhancing habitat in this location is an important step towards restoring a contiguous and functioning Mt. Scott Creek corridor.

- This increased connectivity lengthens the Mt. Scott Creek wildlife migration corridor, and increases continuous shading for Upper Mt. Scott Creek which is critical for reducing elevated water temperatures.
- Ensure successful restoration project maintenance
 - This project provides a unique security for WES's investment because of both NCPRD's and NCUWC's proven commitment to site maintenance. NCPRD staff will maintain the subject property with regular invasive plant removal which will allow the native plantings to become established, increasing native cover and buffer width at the site

This property was selected because of its intermediate WAP Priority classification, NCPRD ownership, and need of restoration to improve water quality. Potential restoration actions outlined in the Watershed Action Plan include increasing vegetative understory cover to improve channel stability and vegetative cover and the addition of LWD to improve structure. This project will directly improve the vegetative understory and would indirectly lead to natural recruitment of LWD by increasing streamside tree cover. 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 and cooler water temperatures.
- D6- Improve Upland Tree Canopy with Private Landowners and Partners. The site contains more than 100 feet of buffer on each side of the stream for almost 400 linear feet. Proposed work will improve native tree canopy in this buffer by reducing competition from invasive species and bolstering native diversity by planting additional native trees and shrubs.
- D17- Targeted Invasive Species Management. The project site is currently dominated with non-native invasive species like Himalayan blackberry, Japanese knotweed, yellow archangel, 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
 - Develop and implement an inaugural watershed cleanup event for Kellogg and Mt. Scott Creeks in late summer or early fall of 2018. NCPRD and NCUWC plan to form partnerships with other groups and agencies to help sponsor this event. In addition, NCPRD and NCUWC recruit community volunteers to help with the cleanup event. The goal of this event is not limited to the cleanup, we also have the goal of education, and we will have space for tables for partners to hand out educational materials.
 - NCUWC and NCPRD will also organize a volunteer event to engage neighbors and community members in the restoration of Mt. Scott Creek at the Sunnyside Rd. Site. NCPRD and NCUWC plan to recruit a minimum of 15-20 community members to help plant the site.

Education Program Development

- The goals of this portion of our project proposal are focused on elements including education, stewardship and ownership.
 - First, we would like to increase opportunities for students to have high quality education about the current natural resources issues within North Clackamas area. In tandem we will ensure that this opportunity is focused on diversity, equity and inclusion goals. We will focus this education goal on educating those who work and live in North Clackamas on what they can do to improve habitat, water quality in areas that are open to the public and some that currently don't have public access.
 - Second, we will focus on stewardship, including a service learning experience that give students practical application hands on experience with working in the field to learn

current best management practices (BMP's). BMP's include, but are not limited to, native and non-native plant id and vegetation management methods and techniques and stormwater management field methods and techniques.

- Third, will be to help instill ownership of the watershed where these students live. Helping them understand the connection they have to their creeks, wildlife and natural areas and grow their feelings of place.

NCPRD relies on volunteers and community partners to engage in stewardship activities to maintain the many parks and natural areas it manages. NCUWC has community engagement at the heart of its mission, but with the majority of restoration on private lands, it has been difficult for the organization to find opportunities for public engagement on its restoration projects. That is what makes this partnership so valuable to both organizations. NCPRD is more easily able to provide the land for community members to become engaged in natural resource stewardship. NCUWC provides the community building and engagement components to launch a successful event and program.

3) Project Scope: Briefly describe the activities you will conduct or work products you will produce.

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

Restoration:

- NCUWC will perform outreach to neighboring landowners.
 - The momentum of this project added to the success of the 2016-2017 Southern Lites project will be a good example to show to other property owners in the Mt. Scott Creek watershed
 - This momentum should lead to more property owners signing onto to NCUWC's SSP and ultimately a contiguous Mt. Scott Creek Corridor.
- NCPRD, NCUWC, 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 Plant List.
- NCPRD staff, NCUWC members, and a restoration contractor will perform site prep across the 1.44 acre project area.
 - This includes mechanical removal of invasive as well as herbicide application.
- NCPRD staff, NCUWC members, a restoration contractor, and volunteers will plant native plants from the plant list between October and March.
 - One volunteer workday will focus on a planting event.
- NCPRD staff and NCUWC members, and a restoration contractor will 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.
 - All work will be documented through before and after photos.

Watershed Cleanup:

- NCUWC and NCPRD will plan, promote and implement a watershed cleanup event in August or September of 2018
 - This includes setting up relationships with partners and sponsors.
 - Working with project partners to set up a date and time at allocation that can hold and event like this.

- Coordinating the recruitment of volunteers, outreach about the event including fliers and social media.
- Coordination with partners and identifying potential sites to cleanup (3-Creeks, North Clackamas Park, Mt. Talbert, Phillips Creek, and others), including logistics for trash pickup, transportation and parking of volunteers etc.
- Creating maps and procuring other supplies and materials needed for the sites and jobs.
- Coordinating the collection, weighing and disposal of trash.
- 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.

Education Program Development:

- NCUWC and NCPRD will begin conversations and planning for a new youth education or workforce development program in the Kellogg/Mt. Scott watershed.
 - Convene partners and other service providers to learn about what is being done in the region and where the gaps are.
 - Organize and facilitate interviews with potential partners to understand their goals, objectives and possible roles and responsibilities to the partnership
 - Organize and facilitate partnership meetings
 - Secure project partners with an MOU or similar
 - Write a program plan and include funding strategies and key partners.
 - Apply or secure at least one additional funding source
 - Begin pilot implementation efforts in the spring or 2019.

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 community will benefit from this project because of improvements in habitat and water quality. Secure project partners with an MOU or similar 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. Additional benefits include slowing run-off to improve creek hydrology.

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 type of watershed health benefits that result from this project are immediate and long-term. This project is connected to other projects implemented nearby along Mt Scott Creek within this WAP prioritized reach and improves this protected natural area owned by NCPRD adjacent to a stormwater swale at the corner of 117th and Sunnyside.

Watershed Cleanup:

The first annual watershed wide event has the dual goal of improving watershed health and improving community engagement and understanding of watershed health. This project will accomplish these goals through organization and implementation of a cleanup event that will remove trash from the creeks and improve water quality. The cleanup will be accomplished by volunteers. Event organizers will explain why it is important to remove trash from our creeks to improve water quality. We will also

explain what other projects, such as the Oak Bluff project, are currently being implemented to improve water quality. In addition, we will give information about other things that people can do to further improve water quality, in their own backyards.

This project is connected to MANY projects in the Kellogg-Mt Scott Creek watershed and we are super excited to plan and host this important watershed clean up event!

Education Program Development:

This educational program development has the dual goal of improving watershed health and improving community engagement and understanding of watershed health. This project will accomplish these goals through organization and implementation of a student education program that will educate students and implement service learning projects such as removing trash from the creeks to improve water quality. The goal is to engage students in understanding what the background/history and reasons that we need to work on improving water quality, explain current projects, such as the Oak Bluff project, to learn about what is happening in their region.

This project will be connected to NCPDR projects, NCUWC projects, WES projects and other projects that are being implemented by the partners.

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 Urban Watersheds Council is NCPDR's primary partner on this project. We will partner to organize a volunteer event and document volunteer labor. NCPDR will provide in-kind donations of supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPDR will provide natural area staff technical assistance. This project will also rely on NCPDR staff, NCUWC members, NCUWC's restoration contractor, and volunteers for the implementation of the restoration work. NCUWC's Council Coordinator will be the lead project manager and be responsible for scheduling, budgeting, community outreach and event planning.

Watershed Cleanup:

The North Clackamas Urban Watersheds Council is NCPDR's primary partner on this project. NCUWC and NCPDR will partner to organize the watershed's first annual watershed wide cleanup event. NCPDR and NCUWC need to work on gaining other partnerships and sponsors for this event, however the primary goal is to engage volunteers to help at this clean-up event. NCPDR will provide in-kind donations of a location to host the event. In addition, NCPDR will provide some of the needed in-kind supplies and materials for the volunteer event and event outreach and volunteer recruitment. NCPDR will provide natural area staff technical assistance. This project will also rely on NCPDR staff, NCUWC members, NCUWC's restoration contractor, and volunteers for the implementation of the clean-up. NCUWC's Council Coordinator will be the lead project manager and be responsible for scheduling, budgeting, community outreach and event planning.

Education Program Development:

The North Clackamas Urban Watersheds Council is NCPDR's primary partner on this project, however, Oak Lodge Water Service District has also agreed to help support this project. They have written a letter of support showing their commitment and excitement to partner on this project. NCPDR will support NCUWC to build other relationships and partnerships in support of this project. NCPDR will provide in-kind donations of a location to host the meetings. In addition, NCPDR will provide support to NCUWC for printing agenda's reviewing and making recommendations of program elements, data gap analysis, grant application review and report review. This project will also rely on OLWSD and

other partners to form a MOU describing their commitments to the partnership. NCUWC's Council Coordinator will be the lead project manager and be responsible for scheduling, budgeting, community outreach and event planning.

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 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 might 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 Kellogg-Mt Scott Creeks watershed wide event is proposed as the first annual event with the hope that it is the first of many annual watershed wide events.

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 500 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 Natural Resource Coordinator, will be the technical 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.

NCUWC's Council Coordinator, Andrew Collins-Anderson, will be the project manager. Andrew started working for NCUWC in December 2015 and brings background in community organizing, environmental nonprofit management and communications. Andrew managed the nearby, similar, and successful Southern Lites Project in 2016-2017. NCUWC will also help lead all volunteer restoration events and be the lead on recruiting volunteers and engaging the local neighbors. NCUWC has a great track record of bringing new partners to the table including businesses and private landowners within the community. NCUWC has several years of experience managing RiverHealth Stewardship Program grants and will be able to assist with reporting and grant management.

NCUWC'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. Mosaic Ecology LLC has implemented restoration activities on several other RiverHealth Grant funded projects such as Southern Lites and NCUWC's Streamside Stewards Program.

OLWSD's outreach and Program Specialist, Lara Christensen, is excited to contribute to the planning of the education program. Lara comes to the project with a wealth of knowledge about past and current

programs, what works and what doesn't. Lara has also sat on grant review committees, she has expertise knowledge about what other grant funding programs are looking for when then fund education and outreach projects. Lara's knowledge will be key, not only as we review possible program elements, but also as we propose grants to apply for to help implement the program.

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.

C.) Project Timeline

Month/Year	Tasks To Be Completed	Parties Responsible
Summer 2018	Coordinate Watershed wide event partners, location, date, logistics AND implement event!	NCUWC Coordinator and NCPRD Staff
Summer and Fall 2018	Open conversations with education partners within the North Clackamas Area	NCUWC Coordinator and NCPRD Staff
Summer and Fall 2018	Set up and perform site visits and create restoration plan	NCPRD Staff, NCUWC Coordinator and NCUWC Contractor
Summer and Fall 2018 through April 2021	Herbicide application	NCUWC Contractor and NCPRD staff
Summer and Fall 2018 through April 2019	Mechanical weed removal	NCPRD Staff, Volunteers and NCUWC Contractor
October 2018 through March 2019	Native plant installation	NCPRD Staff, Volunteers and NCUWC Contractor
October 2018 through March 2019	Facilitate meetings with partners to discuss and form partnership for education program, including a MOU. Create a program outline with logistical details. Apply for additional funding.	NCUWC Contractor, NCPRD staff and OLWSD staff, along with other partners including WES.
Year round, 2018-2019	Habitat observation, monitoring	NCUWC Coordinator, NCPRD Staff, NCUWC Contractor
Year round, 2018-2019	Data input, tracking, reporting	NCUWC Coordinator and NCPRD Staff
May-June	First steps to implement education program	NCUWC Contractor, NCPRD staff and OLWSD staff, along with other partners including WES.
June 2019	Final report to WES	NCUWC Coordinator and NCPRD Staff

D.) Budget

RHSP 2018- 2019 Budget Form

Project Name: Northern Clackamas Watershed Stewardship Initiative

Activity/ Expense	Unit Cost	Number of Units	RHSP Funds	Matching Funds, Goods and Services	Source of Match	Comments	Totals
Materials and Supplies			\$	\$	(Name of org)		
Tools			\$300.00	\$100.00	NCPRD	Tools and materials for cleanup event	\$400.00
Mileage							\$0.00
Printing			\$200.00	\$500.00	NCPRD	Partnering on this element	\$700.00
Project Supplies			\$500.00			Event Supplies for Cleanup event.	\$500.00
Refreshments (\$200 max)							
Work Party Snacks			\$200.00			Food and coffee for volunteers	\$200.00
Staff/Professional Services							
Nonprofit Staff- Restoration	\$30.00	35	\$1,050.00			Coordination with NCPRD, create final plan, contractor management, implementation, project development, administration.	\$1,050.00
Nonprofit Staff- Restoration	\$30.00	10	\$300.00			Outreach to neighbors to educate about project goals and how they can partner or tasks to perform on their land	\$300.00
Nonprofit Staff- Restoration	\$30.00	35	\$1,050.00			Partner recruitment, event organizing and implementation, outreach and education, materials purchasing, administration.	\$1,050.00
Nonprofit Staff- Watershed Wide event	\$30.00	20	\$600.00			Project development, partner and sponsor recruitment, event date, location and time coordination.	\$600.00
Nonprofit Staff- Watershed Wide event	\$30.00	20	\$600.00			Coordinate project logistics, pre-site visits.	\$600.00
Nonprofit Staff- Watershed Wide event	\$30.00	25	\$750.00			Outreach and education prep, including maps, fliers, social media.	\$750.00
Nonprofit Staff- Watershed Wide event	\$30.00	10	\$300.00			Project implementation, leading event.	\$300.00
Nonprofit Staff- Education program	\$30.00	25	\$750.00			Convene partners and other service providers to learn about what is being done in the region and where the gaps are	\$750.00
Nonprofit Staff- Education program	\$30.00	25	\$750.00			Organize and facilitate interviews with potential partners to understand their goals, objectives and possible roles and responsibilities to the partnership Organize and facilitate partnership meetings	\$750.00
Nonprofit Staff- Education program	\$30.00	25	\$750.00			Secure project partners with an MOU (or similar document type). Write a program plan and include funding strategies and key partners.	\$750.00
Nonprofit Staff- Education program	\$30.00	30	\$900.00			Apply or secure at least one additional funding source. Begin pilot implementation efforts in the spring or 2019	\$900.00
Agency Staff (NCPRD)	\$50.00	80		\$4,000.00	NCPRD	Match for project from NCPRD	\$4,000.00
Agency Staff (OLWS)	\$50.00	20		\$1,000.00	OLWS		\$1,000.00
Other partner support	\$40.00	24		\$960.00	CCC, WR, LCREP	Hopefully more partners will join	\$960.00
Contracted Services (Crew Time)	\$35.00	120	\$4,200.00			Restoration work (spraying, cutting and planting), data collection and project maintenance from restoration contractor Mosaic Ecology. Plants and herbicide purchasing.	\$4,200.00
Contracted Services (Plants)	\$0.80	1800	\$1,440.00			Bare root native trees and shrubs.	\$1,440.00
Contracted Services (Herbicide Cost)	\$70.00	3	\$210.00			Cost is average for all chemicals used by the gallon. (Rodeo, Vastlan, Indicator Dye, Competitor)	\$210.00
Administrative Fees			\$1,000.00			Project administration, reporting, and office expenses.	\$1,000.00
Insurance							\$0.00
Other (specify)							\$0.00
Volunteer Labor							
Volunteer Labor	\$25.00	300		\$7,500			\$7,500.00
Total for Grant Project			RHSP Total	Matching Total			Project Total
			\$15,850	\$14,060			\$25,260

E.) Supporting Documents See attached Site map, photos and letters of support

Site Map and Photos - North Clackamas Watershed Stewardship Initiative - Subject Property at SE 117th Avenue and Sunnyside Road



Streamside blackberry looking south, stream to right of photo



Knotweed looking north stream to left of photo



Streamside blackberry looking south



Stream below Sunnyside Bridge looking west with blackberry

North Clackamas Urban Watersheds Council

2416 SE Lake Rd. • Milwaukie, OR 97222

coordinator@ncuwc.org • www.ncuwc.org



Ms. Gail Shaloum
Water Environment Services
150 Beaver Creek Road
Oregon City, Oregon 97045

April 27, 2018

RE: Support for NCPRD RiverHealth Stewardship Program application for FY 18-19

Dear Gail,

On behalf of the North Clackamas Urban Watersheds Council (NCUWC), I wish to convey our strong support for the North Clackamas Parks and Recreations District's (NCPRD) application for funding from WES for FY 18-19. NCPRD's RiverHealth Stewardship Program grant request is for a small restoration project on NCPRD property along Mt. Scott Creek; the development and implementation of a watershed wide cleanup event; and the development of a youth education program all in close partnership with NCUWC. NCUWC is very grateful to NCPRD and WES for the many years of technical and financial support, and we look forward to expanding our partnerships to continue to improve our work to protect and restore Kellogg and Mt. Scott Creeks.

NCPRD and NCUWC not only work together and separately to develop and manage excellent restoration projects throughout the WES services, but we partner on many education and outreach events throughout the year to improve public and student appreciation of their local creeks and waterways. The partnership between NCUWC and NCPRD to produce a new watershed wide cleanup in 2018 and to continue the development of educational opportunities for students in the watersheds is an essential next step to ensure that these creeks are protected and valued into the future. These activities and collaborations build relationships as well as capitalize on the strengths of the organizations involved, educate and empower people in a non-regulatory manner and have a synergistic impact on our communities.

We recommend that WES fund NCPRD's request to expand place based opportunities for our community to become the best stewards of our creeks as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Collins-Anderson", written over a horizontal line.

Andrew Collins-Anderson
NCUWC, Executive Director

April 25, 2018

Ms. Gail Shaloum
Water Environment Services
150 Beaver Creek Road
Oregon City, Oregon 97045

RE: Support for NCPRD RiverHealth Stewardship Program application for FY 18-19

Dear Gail,

On behalf of Oak Lodge Water Services District (OLWS), I wish to convey our strong support for the North Clackamas Parks and Recreation District's (NCPRD) application for funding from WES for FY 18-19. NCPRD's RiverHealth Stewardship Program grant request is for three projects in close partnership with the North Clackamas Urban Watersheds Council (NCUWC). They are: a small restoration project on NCPRD property along Mt. Scott Creek; the development and implementation of a watershed wide cleanup event; and the development of a youth education program. OLWS is committed to supporting these efforts by contributing staff time in FY 18-19 and hope to provide funding in partnership with WES for these projects to expand into our service area in the future.

We are very excited about the continued collaborations with both NCPRD and NCUWC and appreciate WES's support of these efforts through the RiverHealth Stewardship Program. OLWS is a proud sponsor of NCUWC's Streamside Stewards Program in our service area, and OLWS partners closely with NCPRD on a variety of large restoration and access to nature projects such as the Boardman Wetlands project.

NCPRD and NCUWC not only manage excellent restoration projects throughout the WES and OLWS areas, but they partner on many education and outreach events throughout the year to improve public and student appreciation of their local creeks and waterways. This grant would support the development of a new watershed wide cleanup in 2018. Growing educational opportunities for students in our watersheds is an essential next step to ensuring that these creeks are protected and valued into the future. Activities and collaborations like these build relationships as well as capitalize on the strengths of the organizations involved, educate and empower people in a non-regulatory manner and have a synergistic impact on our communities. The variety of on-the-ground efforts, partnerships, as well as the breadth of knowledge and dedication of NCPRD staff and NCUWC board members and staff is very valuable to OLWS.

We recommend that WES fund NCPRD's request for funding to partner with NCUWC to expand place-based opportunities for the community to become the best stewards of our creeks as possible.

Sincerely,
OAK LODGE WATER SERVICES

Lara Christensen,
Outreach and Program Specialist
NCUWC_NCPRD_OLWS_WES_RiverHealth_LOS_2018



Exhibit B
RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
REPORTING FORM

RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM

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 Events:

Name of Event	
Date	
Brief description of event	
No. of attendees in WES service district or WES district zip codes	

For School (Student/Teacher Education):

Names of schools, neighborhood groups, or neighborhoods	
No. of community presentations or tours	
No. of tour participants	
No. of students or no. of attendees	
No. of educational events or 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
RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
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 (Exhibit B) 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: RiverHealth Watershed Stewardship Program
150 Beaver Creek 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.

Important Payment Notes:

- District tracks grant expenses by the budget categories outlined in the Grantee’s application. Invoices should reflect the following categories:

PERSONAL SERVICES (SALARIES & ADMINISTRATION)
VOLUNTEER LABOR
PROFESSIONAL SERVICES
MATERIALS & SUPPLIES
TRANSPORTATION & TRAVEL
INDIRECT / OVERHEAD
OTHER (ITEMIZE)

- **Documentation must be attached for all Project expenses** – including costs for which reimbursement is being requested, *as well as* all matching cash/in-kind materials & services/volunteer labor values of the Project.
- All checks will be made payable to Grantee’s Fiscal Agent. Grantee and Fiscal Agent are responsible for paying vendors directly.
- 5% of the total Stewardship Program funds will be withheld until submission of the final report.
- If you have any questions about billing, contact Jeannie Andersen at 503-742-4554.

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.

Exhibit B
RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
REPORTING FORM

**RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
RIPARIAN RESTORATION AND ENHANCEMENT REPORTING FORM**

Project Name: _____ **Tax Lot No.** _____

Area of NEW planting (not maintenance): _____ ac.

Organization Info:

Organization name	
Project manager	
Phone number	

Project Info:

Fiscal year for activities (e.g. 2018-19)	
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 name and address _____

Landowner contact and agreement obtained: Yes ___ No ___ **Attached:** Yes ___ No ___

***Attach map and site plan showing creek & extent of work area**, number and locations of LWD or other habitat features, and photos of work. Please send map showing **parcel and area worked on**, and shape file if possible. May use <http://metromap.metro-region.org/metromap.cfm?Accept=accept> .

Focus of restoration activities: Use (M) for Major; (m) for minor activity for activities below.

Riparian vegetation planting: ___ Instream: ___ Cleanup: ___ Erosion: ___ Other: _____

Invasives removed (acres): _____ Dominant invasive species: _____

Removal techniques used: _____ Herbicides used: _____ None: _____

Level of infestation: Heavy, dense: ___ Moderate: ___ Light, scattered: _____

Maintenance visit: Year 0 ___ Year 1 ___ Year 2 ___ Year 3 ___ Year 4 ___ Other _____
(*Note: Year 0 means year plants were installed, Year 1 means first year after planting.*)

Maintenance type performed: _____

Check here if site is graduating (last year of maintenance under grant agreement): _____

Natives Planted: (list species, numbers, and form-bare root or container, etc.)

Trees	No.	Density or spacing	Size/form
Total # trees			

Shrubs			
	Total # shrubs		
Herbs			
	Total # herbs		
Seeds-species	lbs.	or % composition	
	Total lbs. seed		

Other materials such as coffee bags, geotextile, stakes, browse protection, mulch, soil amendments, fencing, signage, etc.

Material	Approximate number or amount

List any schools that participated, if any: _____

Donated Hours:

No. of volunteers	Total donated hours	Hourly rate	Value of volunteer time
		\$	\$
# of volunteers in District zip codes:		% of volunteers in District zip codes:	

Monitoring Results:

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

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.

EXHIBIT C
RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
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 (Exhibit B) 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).
- 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 Beaver Creek 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.

Important Payment Notes:

- District tracks grant expenses by the budget categories outlined in the Grantee's application. Invoices should reflect the following categories:

PERSONAL SERVICES (SALARIES & ADMINISTRATION)
VOLUNTEER LABOR
PROFESSIONAL SERVICES
MATERIALS & SUPPLIES
TRANSPORTATION & TRAVEL
INDIRECT / OVERHEAD
OTHER (ITEMIZE)

- **Documentation must be attached for *all* Project expenses** – including costs for which reimbursement is being requested, *as well as* all matching cash/in-kind materials & services/volunteer labor values of the Project.
- All checks will be made payable to Grantee’s Fiscal Agent. Grantee and Fiscal Agent are responsible for paying vendors directly.
- 5% of the total Stewardship Program funds will be withheld until submission of the final report.
- If you have any questions about billing, contact Jeannie Andersen at 503-742-4554.

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.

RHSP 2018-2019 Budget Form

Project Name: Northern Clackamas Watershed Steward

Activity/Expense	Unit Cost	Number of Units	RHSP Funds	Matching Funds, Goods, Services	Source of Match (name of org)	Comments	Totals
Materials & Supplies			\$	\$			
Tools			\$ 300.00	\$ 100.00	NCPRD	Tools and materials for clean up	\$ 400.00
Mileage							\$ -
Printing			\$ 150.00	\$ 500.00	NCPRD	Partnering on this element	\$ 650.00
Project Supplies			\$ 500.00			Event supplies for Cleanup event	\$ 500.00
Refreshments (\$200 max)							
Work Party Snacks			\$ 200.00			Food and coffee for volunteers	\$ 200.00
Staff Professional Services							
Nonprofit Staff - Restoration	\$ 30.00	35	\$ 1,050.00			Coordination with NCPRD, create final plan, contractor management, implementation, project development, administration	\$ 1,050.00
Nonprofit Staff - Restoration	\$ 30.00	10	\$ 300.00			Outreach to neighbors to educate about project goals and how they can partner or tasks to perform on their land	\$ 300.00
Nonprofit Staff - Restoration	\$ 30.00	35	\$ 1,050.00			Partner recruitment, event organizing and implementation, outreach and education, materials purchasing, administration	\$ 1,050.00
Nonprofit Staff - Watershed Wide event	\$ 30.00	20	\$ 600.00			Project development, partner and sponsor recruitment, event date, location and time coordination	\$ 600.00
Nonprofit Staff - Watershed Wide event	\$ 30.00	20	\$ 600.00			Coordinate project logistics, pre-site visits	\$ 600.00
Nonprofit Staff - Watershed Wide event	\$ 30.00	25	\$ 750.00			Outreach and education prep, including maps, fliers, social media	\$ 750.00
Nonprofit Staff - Watershed Wide event	\$ 30.00	10	\$ 300.00			Project implementation, leading event	\$ 300.00
Nonprofit Staff - Education program	\$ 30.00	25	\$ 750.00			Convene partners and other service providers to learn about what is being done in the region and where the gaps are	\$ 750.00
Nonprofit Staff - Education program	\$ 30.00	25	\$ 750.00			Organize and facilitate interviews with potential partners to understand their goals, objectives and possible roles and responsibilities to the partnership. Organize and facilitate partnership meetings.	\$ 750.00
Nonprofit Staff - Education program	\$ 30.00	25	\$ 750.00			Secure project partners with an MOU (or similar document type). Write a program plan and include funding strategies and key partners.	\$ 750.00
Nonprofit Staff - Education program	\$ 30.00	30	\$ 900.00			Apply or secure at least one additional funding source. Begin pilot implementation efforts in the spring of 2019	\$ 900.00
Agency Staff (NCPRD)	\$ 50.00	80		\$ 4,000.00	NCPRD	Match for project from NCPRD	\$ 4,000.00
Agency Staff(OLWS)	\$ 50.00	20		\$ 1,000.00	OLWS		\$ 1,000.00
Other partner support	\$ 40.00	24		\$ 960.00		Hopefully more partners will join	\$ 960.00
Contracted Services (Crew Time)	\$ 35.00	120	\$ 4,200.00			Restoration work (spraying, cutting and planting), data collection and project maintenance from restoration contractor Mosaic Ecology. Plants and herbicide purchasing.	\$ 4,200.00
Contracted Services (Plants)	\$ 0.80	1,800	\$ 1,440.00			Bare root native trees and shrubs	\$ 1,440.00
Contracted Services (Herbicide Cost)	\$ 70.00	3	\$ 210.00			Cost is average for all chemicals used by the gallon. (Rodeo, Vastlan, Indicator Dye, Competitor)	\$ 210.00
Administrative Fees			\$ 1,000.00			Project administration, reporting, and office expenses	\$ 1,000.00
Insurance							\$ -
Other (specify)							\$ -
Volunteer Labor							
Volunteer Labor	\$ 25.00	300		\$ 7,500.00			\$ 7,500.00
Total for Grant Project			RHSP Total	Matching Total			Project Total
			\$ 15,800.00	\$ 14,060.00			\$ 29,860.00



September 6, 2018

Board of Clackamas County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Assignment of Intergovernmental Agreement by and between Oak Lodge Water Services District (OLWSD) and North Clackamas Parks and Recreation District (NCPRD)

Purpose/ Outcomes	This Assignment will transfer an Intergovernmental Agreement (IGA) with Metro as part of their Nature in Neighborhoods Grant program from OLWSD to NCPRD. The Grant IGA being transferred will fund the Boardman Wetland Project, currently under construction in partnership with OLWSD. OLWSD secured the grant in 2015. As we transfer the property from OLWSD to NCPRD Metro requires that NCPRD, as the new land owner, manage the Metro Grant. This Project will build a nature play area in the Jennings Lodge area within the District.
Dollar Amount and Fiscal Impact	N/A – No additional funding is required since OLWSD provided the match required by the grant.
Funding Source	N/A
Duration	2 years from date of execution.
Previous Board Action	<ul style="list-style-type: none"> • <i>2/15/2018 NCPRD Board Meeting:</i> Approval of Resolution 2018-15 authorizing NCPRD to apply for grant funds to develop a nature play area at the site • <i>3/29/2018 BCC Business Meeting:</i> Approval of Purchase and Sale Agreement with OLWSD for the Boardman Wetland Park site.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Natural Areas Coordinator, 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) is seeking approval of an Assignment of an Intergovernmental Agreement (IGA) with Oak Lodge Water Services District (OLWSD) to transfer an existing Grant Agreement between OLSWD and Metro to NCPRD. The Assignment of this IGA would transfer the Nature in Neighborhoods grant award from the current landowner, OLWSD, to the site’s future owner, NCPRD. This assignment is required to occur prior to the land sale from OLWSD to NCPRD.

OLWSD applied for a Metro Nature in Neighborhoods Grant in 2015 to secure additional funding for a new, nearly 6-acre site located between SE Boardman Ave and SE Jennings Ave, now

referred to as the Boardman Wetland Project. The grant was awarded to OLWSD and they have already requested partial reimbursement of grant funds to pay for a portion of the project's land acquisition costs. The grant funding match will be provided by OLWSD, which has been secured within the OLWSD FY18-19 Capital Budget. The remaining Metro grant funding is secured to pay for a portion of the construction of the project.

Once this Assignment of IGA is approved, NCPRD will assume all responsibilities under the grant agreement between Metro and OLWSD related to the Boardman Wetland Project.

County Counsel has reviewed the grant requirements and approved the language in this agreement.

RECOMMENDATION:

Staff recommend the Board approve the Assignment of Intergovernmental Agreement between Oak Lodge Water Services District (OLWSD) and North Clackamas Parks and Recreation District (NCPRD) and delegate authority to the BCS Director, Deputy Director or Designee to sign all documents necessary to effectuate the same.

ATTACHMENT:

1. Assignment of Intergovernmental Agreement by and between Oak Lodge Water Services District and North Clackamas Parks and Recreation District

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT

This ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT (“Assignment”) is entered into as of the ____ day of _____, 2018, by and between **Oak Lodge Water Services District** (“Assignor”) and **North Clackamas Parks and Recreation District** (“Assignee”).

RECITALS

A. Oak Lodge Sanitary District (predecessor-in-interest to Assignor) and Metro entered into an Intergovernmental Agreement, dated June 29, 2016 (“Agreement”), concerning the terms of a capital grant from Metro to Assignor.

B. In accordance with the Agreement, Assignor acquired real property located at 4768 SE Boardman Avenue, Milwaukie, Oregon, legally described on the attached Exhibit A (the “Property”) and granted Metro a Conservation Easement encumbering the Property, which recorded November 2, 2017, as Document No. 2017-075041, in the official records of Clackamas County.

C. Assignor desires to convey the Property to Assignee, and in connection with the conveyance, to assign and transfer to Assignee all of Assignor’s rights, obligations, title, and interest in the Agreement. The Agreement is attached as Exhibit B to this Assignment.

D. Assignee desires to accept such assignment and to assume and perform all of Assignor’s covenants and obligations in and under the Agreement from and after the Effective Date of this Assignment (as defined in Section 1, below).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the date that Assignor conveys the Property to Assignee (the “Effective Date”), Assignor assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in the Agreement. Assignor will defend, indemnify and hold harmless Assignee from and against any and all claims asserted against or incurred by Assignee as a result of any acts or omissions prior to the Effective Date in connection with the Agreement.

2. As of the Effective Date, Assignee accepts the assignment of the Agreement, and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor under the Agreement from and after the Effective Date. Assignee will defend, indemnify and hold harmless Assignor from and against any and all claims asserted against or incurred by Assignor as a result of any acts or omissions from and after Effective Date in connection with Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

ASSIGNOR

Oak Lodge Water Services District

By: _____

Name: _____

Its: _____

ASSIGNEE

North Clackamas Parks and Recreation District

By: _____

Name: _____

Its: _____

ACKNOWLEDGED CONSENT TO ASSIGNMENT:

Metro

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

The North one-half of Lots 73 and 74, JENNINGS LODGE, in the County of Clackamas and State of Oregon, the line cutting off Lots 73 and 74 into Northerly and Southerly one-halves, being described as follows:

The West end of said division line shall be a point on the West line of said Lot 73 and the East line of Lot 68, JENNINGS LODGE, midway between the Northwest corner and the Southwest corner of said Lot 73, the East end of said division line shall be a point on the line between Lots 74 and 75, JENNINGS LODGE, midway between the Northeast corner and the Southeast corner of said Lot 74, EXCEPTING from said North one-half that part thereof conveyed to Moody J. Schwietert and Verlena P. Schwietert, his wife, by Deed recorded January 14, 1949 in Book 415, page 648, described as follows:

Beginning at an iron pipe set for the most Northerly corner of Lot 74; and thence along the Northeasterly boundary thereof South 45°20' East 295.5 feet to an iron pipe; thence South 64°19'30" West 170.4 feet to a point in the center of a drainage ditch, from which point an iron pipe bears North 64°19' East 5.0 feet; thence along the center of said ditch North 56°02'30" West 322.6 feet to a point on the Northwesterly boundary of Lots 73 and 74, aforesaid; from which an iron pipe bears North 64°19'30" East 5.0 feet; thence along said Northwesterly boundary North 64°19'30" East 234.0 feet to the place of beginning.

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Project: Natural Areas Capital Grants Program

INTERGOVERNMENTAL AGREEMENT Natural Areas Bond Measure Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the Oak Lodge Sanitary District, located at 14611 SE River Road, Oak Grove, Oregon 97267 (“Grant Recipient”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund the Boardman Wetland Complex project (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically identified in Exhibit A (the “Property”);

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

INTERGOVERNMENTAL AGREEMENT

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WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the “Work”). As a condition precedent to Metro’s agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro’s assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the Grant Recipient. Until June 30, 2027 or the date upon which all Bond debt related to Project is retired, whichever occurs earlier, Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient’s audited

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financial statement, consistent with Generally Accepted Accounting Principles (“GAAP”) and with Grant Recipient’s financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the “Nature in Neighborhood Approved Purposes”):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

INTERGOVERNMENTAL AGREEMENT

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If the Work is the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to November 1, 2018. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is

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received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the

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bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and

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Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of

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Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of

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whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

16. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

Grant Recipient's Designated Representatives:

Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, Oregon 97267
jlrice@olsd.net

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.



INTERGOVERNMENTAL AGREEMENT

Contract No. 934170

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

Oak Lodge Sanitary District

J. Michael Read
Signature

Print Name: J. MICHAEL READ

Title: GENERAL MANAGER

Date: 06/17/2016

APPROVED AS TO FORM BY:

Signature

Print Name: _____

Title: _____

Date: _____

METRO
Martha Bennett

Martha Bennett
Metro Chief Operating Officer

Date: 6/29/16

Hope Whitney
Senior Assistant Metro Attorney

Date: 6/28/16

Scope Of Work – Exhibit A

Metro Contract No. 934170

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Boardman Wetland Complex
- II. Grant Recipient contact: Jason Rice
Oak Lodge Sanitary District
14611 SE River Road
Oak Grove, OR 97267
jlrice@olsd.net
503-353-4202
- III. Budget at time of award
Total cost of project: \$ 2,247,645
Grant award \$ 362,012
- IV. Project location Wetland properties located between SE Boardman Avenue and SE Jennings Road east of SE Addie Street including:
- .44 acres at 17908 SE Addie Street (tax lot 22E18CA04300)
 - 3.73 acres at 4768 SE Boardman Avenue (tax lot 22E18CA04101)
 - Up to 1.17 acres of Briar Ridge Estates (tax lot 22E18CA02716)
- V. Scope of Work
This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro's Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) set forth the intent of the work while revisions to the budget (Attachment 2) modify the work to include:
- Acquisition in fee simple or easement of the three properties noted above and indicated on the attached map (Attachment 3).
 - Demolition of the houses
 - Stabilization of the property to ensure safety
 - To include temporary fencing and/or barricades
 - Signage
 - Include temporary site safety signs related to construction activities

Project Deliverables

Deliverable 1: Appraisal Review

Appraisals and appraisal review according to USPAP standards approved by Metro.

Updated budget based on appraisals and actual costs of other items shared with Metro.

Deliverable 2: Conservation Easement

Scope Of Work – Exhibit A

Metro Contract No. 934170

Grant Recipient will grant Metro a conservation easement for the properties acquired with funding through this agreement. Grant Recipient shall:

- Permit Metro or Metro's consultant to access the properties in order to document the existing conditions and prepare the baseline report.
- Review and approve baseline documentation and conservation easement documents. These will be recorded with the deed at the time of acquisition.

Deliverable 3: Acquisition

Documentation of expenses prior to closing if Metro is to wire funds directly into escrow:

- Appraisal reviews
- Estimated Settlement Statements
- Invoices from real estate negotiators, appraisers, environmental assessment, and other professional services to be counted as match.
- Wiring instructions
- (Metro will retain 10% of requisition if tenant relocation, deconstruction, and stabilization will be used as part of the match)

Metro will wire funding into escrow (or reimburse OLSD directly)

Deliverable 3: Stabilization

Documentation of expenses associated with

- Deconstruction and demolition of structures
- Stabilization of property including fencing and signage

Deliverable 4: Construction of improvements (OPTIONAL)

Review budget for deliverables 1 – 3. If grant funds remain, review budget and timeline for construction of site improvements including site clearing and excavation, wetland restoration, trails and boardwalks and trail head facilities. Metro staff must review and approve design documents at 30%, 60%, and 90% for costs to be reimbursable. Deliverables include:

- Invitation to public meetings and other community engagement activities.
- Design documents – Metro staff will have the opportunity to review 30%, 60%, and 90% documents. Review times will be a minimum of 2 weeks.
- Notification to Metro of permit applications and approvals
- Final cost estimates and bid documents
- Invoices directly related to the construction of the improvements

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient,

Scope Of Work – Exhibit A

Metro Contract No. 934170

that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

VI. Reporting Requirements:

- a. Bi-Annual Progress Reports: In addition to the Benchmarks and Deliverables set forth above, once work has begun, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress on meeting benchmarks, the percentage of the Project completed, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events, and data regarding success indicators. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

VII. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of three hundred sixty-two thousand twelve and 00/100 dollars (\$362,012). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.
- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.

Scope Of Work – Exhibit A

Metro Contract No. 934170

- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Thirty (30) day basis upon approval of reimbursement request.

VIII. Success Indicators

Grant Recipient agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

Success Indicator 1

Building Support:

The District will solicit stakeholder feedback through various means (post cards, online surveys, comments through project webpage) throughout the project's design and construction. Issues will be resolved in a timely manner, increasing public support and enhancing the project's outcomes.

Success Indicator 2

Maintaining Support:

Once the project is complete, the District will continue to solicit feedback on how the project is doing with regards to site use and maintenance. Feedback will be solicited on-site from users as well as through the District's website. Again, it is important to the District that this site remains a showcase from what can be accomplished through funding and proper site programming.

Nature in Neighborhoods Capital Grants Cover Sheet

Organization, project and contact information

Please complete the information below using no more than two pages

Check one:

- Letter of Interest
 Full Application

Project Name	Boardman Wetland Complex Project
Project's location/site address or other location information	SE Boardman Ave (northern boundary), SE Jennings Ave. (southern Boundary), SE Addie St. (western boundary), and SE Cook St. (eastern boundary)
Applicant Organization	Oak Lodge Sanitary District
Is organization a 501(c)(3)? If yes, what is the EIN?	No. Municipal Government
Is organization the government agency that will own the project?	Yes
Contact Person	Markus Mead
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 103
Email	MRMead@OLSD.net
Public Agency	Oak Lodge Sanitary District
Contact Person	J. Michael Read
Address	14611 SE River Road, Oak Grove Oregon 97267
Phone	503-653-1653 x 101
Email	JMRead@OLSD.net
Project Summary	"Re-green" goal – enrich people's experience of nature: This application is for phase I. Acquire wetland property to allow public agency ownership of the entire Boardman Wetland Complex, to restore ecological, hydrologic and wildlife functions of the wetlands. Phase II would design and construct a public trail system in the wetland complex. This trail system could help connect the existing Trolley Trail system in the Milwaukie/Oak Grove/Gladstone area.
Category Under which program category does your project best fit? (Select one only).	<input type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input checked="" type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
Funding	Amount requested: \$515,000 Match funds: \$1,095,000.00 In-kind match: \$1,095,000.00 Total program budget: \$1,300,000 (phase I and II)



January 17, 2015

Oak Lodge Sanitary District
14611 SE River Rd
Oak Grove, OR 97267-1198

Ms. Mary Rose Navarro
Metro
Natural Areas Program
Nature in Neighborhoods Capital Grants
600 NE Grand Ave.
Portland, OR 97232

RE: Government Sponsor Certification: Nature in Neighborhoods Capital Grants Application Item C.; Boardman Wetland Complex Project

Ms. Navarro,

This letter certifies that all properties acquired with Nature in Neighborhoods Capital Grant funds shall be recorded as a fixed asset in the District's audited financial statement. The accounting treatment for this project is consistent with other similar transactions. OLSD agrees to enter into an agreement with Metro committing to capitalizing the asset and accepting maintenance responsibilities.

OLSD will provide the bulk of the matching funds for acquisition (phase I) and project design and construction (phase II). This project is locally significant and has been identified in OLSD's Capital Improvement Plan and in North Clackamas Parks and Recreation's acquisition list in 2004. As described further in the budget narrative, OLSD will provide all matching resources.

I certify that the above information is correct and that I am authorized by the governing board of this organization to submit this grant application to Metro. Further, I certify that this organization is in good standing with the IRS and qualifies for exempt status as a government agency.

Sincerely,

OAK LODGE SANITARY DISTRICT

GENERAL MANAGER/CFO
OAK LODGE SANITARY DISTRICT
14611 SE River Road
Oak Grove, OR 97267-1198

Project Summary

This Metro Nature in Neighborhoods (NIN) grant application proposes acquisition of at least one, but preferably multiple properties in fee simple. There are multiple, contiguous parcels potentially available for purchase. The grant funds would be leveraged with the Oak Lodge Sanitary District (OLSD) capital improvement program (CIP) funds attempting to purchase all the parcels. The project is applicable to the ReNature section of the NIN grant because the future intended use is as a natural greenspace with trail access providing the ability for the community to experience nature in an urban environment (ReGreen). Currently, the parcels have no existing easements or agreements that would limit the potential for public access or use. No new easements are specifically being sought with this proposal because the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that easements are the only way to gain public access and secure wetland area. As such, easements remain a secondary option.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Project Background and Area Needs

The 18-acre Boardman-Rinearson wetland complex is the headwater wetland that feeds Rinearson Creek to the south and Boardman Creek to the north (see attached Vicinity Map). Urbanization has modified these creek systems by disconnecting them to construct dense industrial, commercial and residential developments along the Highway 99 East (SE McLoughlin Boulevard) corridor. The subject area is the last remaining semi-contiguous open space within the Boardman and Rinearson Basins. The subject properties are all held in private ownership and primarily bordered by private property, thus preventing public access and the community's ability to experience this nature. As further described in this narrative, the area is nature-area and park deficient, which generally limits the community's experiential abilities, with private ownership exacerbating this condition.

The wetland complex has been long identified by local agencies and residents as critically important to protect, retain and enhance the wetland's water storage, water quality treatment, and aquatic and terrestrial habitat functions. In addition, multiple agencies and residents consider this wetland complex a resource to promote community livability as indicated through planning team discussions. Once complete, this project would provide open space in a demonstrated deficient area, but also a community connection. Specifically, this project would:

- **Protect open space.** The project would protect the wetland complex in perpetuity. Currently, this complex is surrounded by residential and commercial development along the Highway 99 East Corridor. As new and redevelopment occurs, the area will be under increased development pressure further jeopardizing the possibility of realizing contiguous parcels. Contiguity is desired to preserve the presence of nature across multiple ecological systems (e.g., birds, amphibians). The Boardman Creek watershed is dominated by impervious development. This project would protect this open space from further development.
- **Support walkable communities.** Currently many of the roads within the project vicinity and specifically those adjacent/bordering the wetland complex lack sidewalks (e.g., Addie Street and Hull Road) or are along commercially busy thoroughfares that do not offer enjoyable and/or safe walking environments. Project site trails and/or planned connection to Trolley Trail will provide safe routes for increased bike and walking opportunities.

- **Provide Outdoor Learning and Community Connection.** This land acquisition(s) would provide proximate, easily accessible and varied habitat to schools and other outdoor learning programs. Currently, local students who volunteer for ecologically based service have to go far away to get outdoor experience. This is especially true for students in the project’s proximity including Rex Putnam High School, Glen Echo High School, and Candy Lane Elementary. LaSalle High School within the City of Milwaukie, Oregon requires ecologically-based volunteer hours as part of their sophomore biology curriculum. A local property owner and former volunteer coordinator for the Friends of Wolf Creek Headwaters noted that students from LaSalle would regularly attend their restoration events because of the lack of events in close proximity to their school.
- **Bring accessible open space to a park deficient area.** North Clackamas Parks and Recreation District (NCPRD) notes the Jennings Lodge area as being park deficient. In 2004, NCPRD identified the Boardman Wetland as an acquisition and development target with designation as a Natural Area. The proposed project plan would provide recreation areas adjacent to the site in uplands as well as a more natural connection within the wetland complex itself. Figure 1 shows the available parks and natural areas (including those that are undeveloped) and that there is less access to parks within the project vicinity.

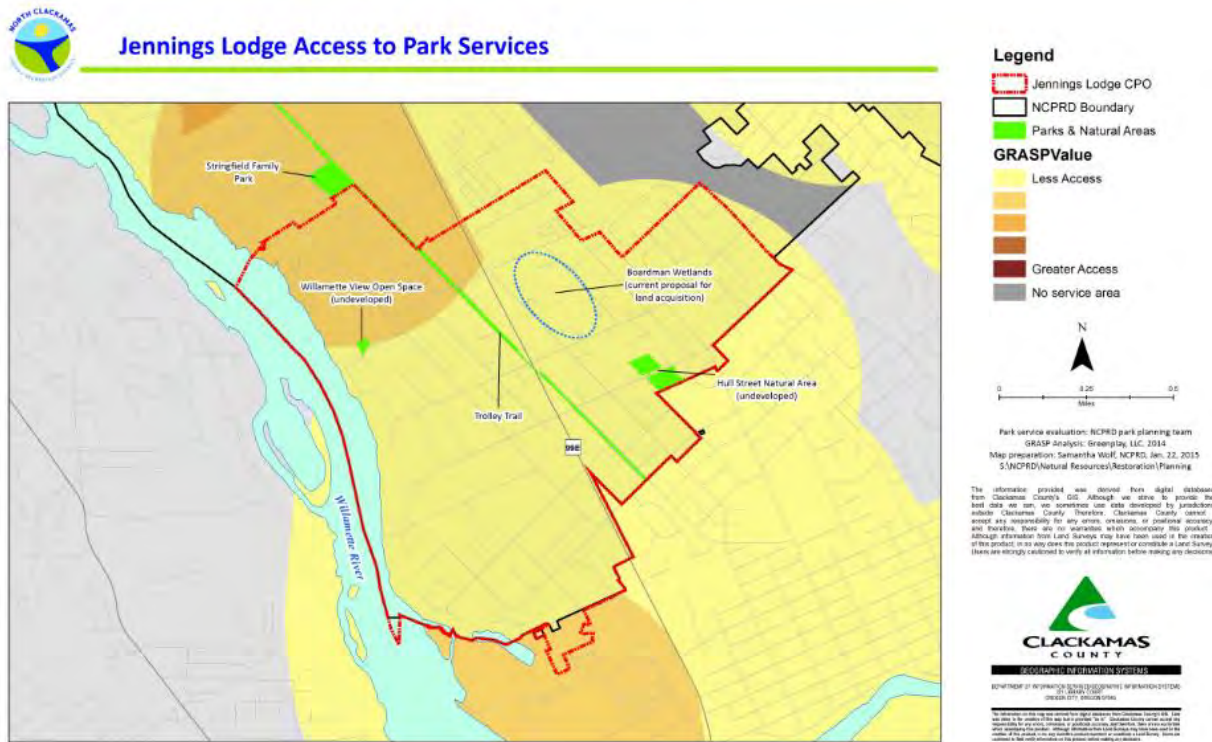


Figure 1. Location of, and access to, Parks and Open Spaces within Jennings Lodge.

Project Concept Development

A planning team is working on concepts centered on addressing two primary objectives:

1. Improve ecosystem functions for the wetland and the downstream creek; and
2. Provide local opportunities for the public to interface with natural habitats to promote personal health and ecological understanding.

The team of partners and participants includes OLSD, North Clackamas Parks and Recreation District (NCPRD), local business owners including the Eastside Athletic Club, the City of Gladstone, Clackamas County, and local residents.

This project has three phases: Phase I includes acquiring wetland complex properties between Boardman and Jennings Avenues (see attached site concept figure) and is the subject of this grant application. Phase II includes acquiring an additional taxlot, completing and constructing the master plan concept to provide a natural recreation area and public access as described below within the Phase I area. Phase III is property acquisition and master plan completion for additional properties just north of SE Jennings Avenue and between SE Jennings and SE Glen Echo avenues. This grant's request would be applied to completing the project's first phase. Following acquisition, the area would be improved during Phase II and include the following master plan features:

- Local walking and biking trails within the parcels with a potential for future north to south (Jennings to Boardman) connection with later phases. Routes to connect the site from Trolley Trail using improved sidewalks also will be identified.
- Development of an adjacent park working in concert with the natural area with activities such as water play and active interactions with natural features.
- Outdoor classroom features to support connectivity and learning objectives for local schools including Rex Putnam High School and Candy Lane Elementary.
- Vegetative and grading enhancements to increase ecological diversity and improve water storage.

Because the Phase II construction is fully funded in the OLSD CIP, it is applicable to this grant application and its benefits included.

Scope of Work/Acquisition Process and Status

The scope of the work for the grant application is for property acquisition. OLSD has identified the acquisition targets for the first phase of the project.. OLSD is, and will continue to work with willing sellers only, and will *not* pursue condemnation for this or any other project phase.

The concept planning team has discussed multiple variants to the concept plan depending on the outcome of property acquisition. The team identified ways to achieve the project objectives even with one single successful property acquisition. Acquisition of one of these parcels would be a catalyst to acquire others. Acquisition of just one parcel would allow restoration for enhanced ecological function, but acquisition of the remaining contiguous lots would allow for improved basin-wide ecological function. The master-planned improvements are intentionally designed as segments with separate access points to be functional even if full connection is not immediately possible. The property ownership figure (see attachments) shows the parcels intended for acquisition. A summary of the parcels is located below:

Table 1: Phase I Land Acquisition Targets

Parcel Tax Number/Current Description / Size (Acres)	Zoning Description	Owner	Status
22E18CA02716 Open Space 1.17 acres	R7: Urban Low Density Residential	Addie Acres Real Estate, LLC	Acquisition offer presented in late December 2014. Awaiting response.
22E18CA04101 Open Space 3.50 acres	R7: Urban Low Density Residential	Briar Ridge Estates Homeowners Association	Met with neighborhood (October 2014) and informed of acquisition interest.
22E18CA03600 Single family residence 0.56 acres	MR1: Medium Density Residential	Earl and Marna Moore	Met with family of owner and informed of acquisition interest.

OLSD is following and will continue to adhere to Oregon State and Federal regulations dictating the right-of-way acquisition process, using the appropriately accredited individuals (e.g., appraisers, brokers). The process is summarized below:

1. Gather information including title reports and liens (if any)
2. Let property owners know of interest and provide appropriate contact persons.
3. Prepare General Information Notice packet and send to property owner notifying them of the process and their rights during the appraisal and negotiation.
4. Provide owner notification of the appraisal inspection and perform property inspection.
5. Prepare Offer Benefit package for submittal to property owner.
6. Undertake negotiations as appropriate and present to OLSD Board for approval if needed.
7. Prepare and submit complete final package for payment upon settlement or completion of negotiations.

ReGreen Criteria Review

Location

The land acquisitions and project are located in a dense urban area with limited access to natural areas. The next closest public natural area that provides similar experiences to this site is approximately 6 miles away and 15 minutes travel by car. Public transportation access to the alternative site is difficult and would require approximately 90 minutes via Tri-Met. Conversely, the subject wetland complex is within walking distance to schools and a short walk from Highway 99 East (a major public transportation route). Figure 2 shows the NCPRD and City of Gladstone Parks within 2 miles of the project site.

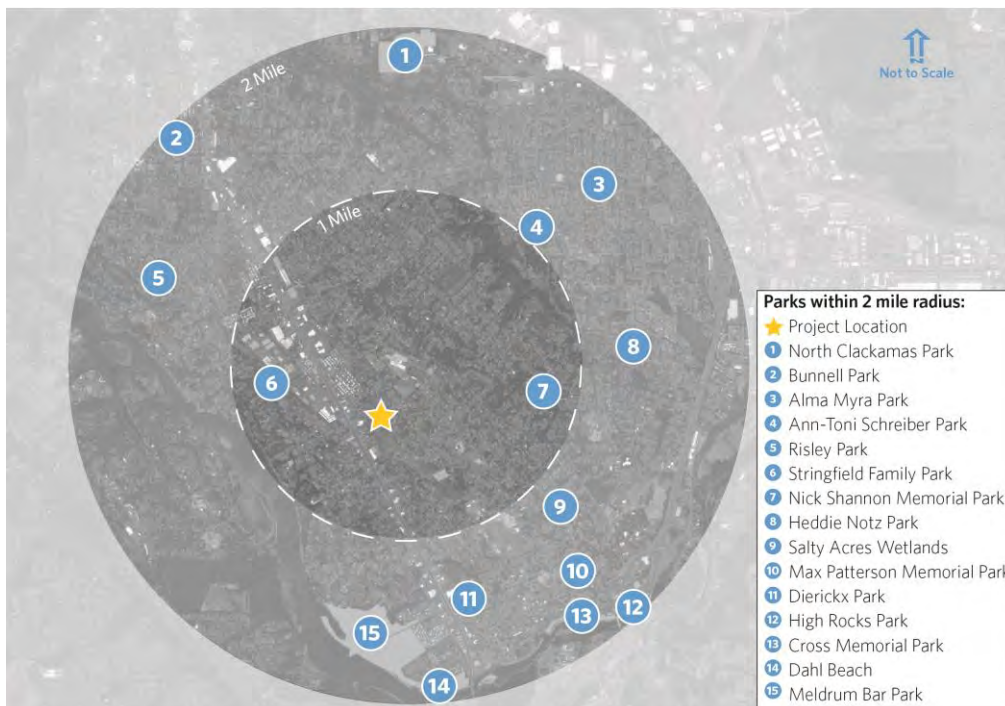


Figure 2. Public Park (Developed) Locations

Enhancement Features

The proposed project will enhance people’s ability to access and experience nature by acquiring and making available current privately-owned lands and by providing access currently nonexistent. After acquisition, the property(ies) will incorporate trails, water features, boardwalks and interpretation kiosks. This project is intended to acquire lands to protect and ultimately enhance the wetland complex to provide ecological improvements and improve the community connection with nature and one another.

Programming

A mix of passive, proximity and intentional programming will be an outcome of the project as there are multiple components to the proposed project. Usage will be enhanced by the site’s proximity to existing trails (Trolley Trail), to the local population base which is immediately adjacent to and surrounding the project site, and to schools (Kindergarten-12th grade). Access also will be enhanced as the final build-out is planned to include educational kiosks and be available for conservation education programs. Upon completion, the project will provide the following features and resultant benefits to the community. Table 2 summarizes the features, site programming and benefits of the potential project areas.

Table 2. Project Enhancement Features and Programming

Feature/ Programming	Users	Benefits
Local Trails/ Passive and Proximity	<ul style="list-style-type: none"> Local residents and Trolley Trail users Eastside Athletic Club members School programs within walking distance Local business employees/break 	<ul style="list-style-type: none"> Improved local connection and access between schools, residences and business. Improved health opportunities through walking, running, biking.
Outdoor Learning Classroom/ Intentional	<ul style="list-style-type: none"> Local (walkable) schools such as Rex Putnam and Candy Lane Individual and family groups 	<ul style="list-style-type: none"> Youth access and learning opportunities and promotion of the importance of the natural and human connections.
Volunteering/ Intentional	<ul style="list-style-type: none"> Non-profits such as SOLVe School volunteer programs as part of required graduation curriculum 	<ul style="list-style-type: none"> Community connection and ownership. Opportunity for youth service.
Ecological Uplift/Passive	<ul style="list-style-type: none"> Downstream residents Users of complex Adjacent residents Multiple species guilds 	<ul style="list-style-type: none"> Provides passive recreation opportunities such as bird watching. Supports on-site improved ecological function such as terrestrial support; water storage; and aquatic species support. Protection and enhancement to headwaters will benefit downstream creek functions (e.g., water storage during rain events).
Adjacent Play Area/ Proximity	<ul style="list-style-type: none"> Local residents 	<ul style="list-style-type: none"> Outdoor play. Active learning about natural area.
Educational Kiosks/Passive	<ul style="list-style-type: none"> Nature area users 	<ul style="list-style-type: none"> Provides information and educational opportunities to further strengthen the understanding and connection to the outdoors.

The American Community Survey showed that the census tract adjacent to the proposed project (Number 218.02) has lower median income, higher percent of families below poverty levels and higher percentage of workers commuting by transit than compared to Clackamas County. This shows that on average, residents in close proximity to the project are less likely to have the financial resources to seek out other public natural areas currently available.

Table 3. 2009-2013 American Community Survey Data

Geography	Median Income	% Families Below Poverty	% Receiving SNAP (Food Stamps)	% Workers Commute by Public Transit
Tract 218.02	\$ 45,744	17.5	20.4	5.3
Clackamas Co.	\$ 63,951	6.8	12.7	2.7

Source: 2009-2013 American Community Survey 5-Year Estimates

Community Engagement

OLSD is an organization whose philosophy includes active community involvement and outreach. Public outreach for this project started with the development of the Boardman Creek Watershed Plan. In recent years, OLSD convened the Boardman Watershed Community Committee (BWCC) to be an advisory committee for projects within the Boardman Watershed Basin. The BWCC includes a mix of interested community members and agencies including: local residents, business owners, the City of Gladstone, NCPRD, SOLVE, North Clackamas Urban Watershed Council (NCUWC), Jennings Lodge CPO (community group), and Oak Grove Community Council (community group).

The BWCC has been involved with concept planning for the Boardman-Rinearson Wetland Complex. From fall 2013 to summer 2014, the BWCC met three times to provide input on project objectives and opportunities, helped direct specific design concepts, and selected a working preferred alternative.

OLSD also has contacted and met with owners of property within the Phase I area that are targeted for acquisition .The Briar Ridge parcel is owned by a home owner association. In the third quarter of 2014, OLSD and NCPRD conducted meetings with these homeowners to:

1. Present the proposed concept plan developed by the BWCC;
2. Solicit feedback and suggestions that can be incorporated as the project moves forward; and
3. Inform the homeowners of the interest in property acquisition.

OLSD has met with the family of Earl Moore, a long-time resident adjacent to the project. OLSD also is in an active acquisition process with the owner of the Addie Acres parcel.

Partnerships

OLSD has a successful history of partnerships with other private and public agencies. During the course of the Boardman-Rinearson project planning, multiple partners have stepped forward with interest and willingness to help building off these already established relationships. Below is a summary of primary partners in addition to OLSD.

East Side Athletic Club (Local Business)

The East Side Athletic Club owner, Jennifer Harding, is a strong proponent of the project and willing to partner as the project moves forward. The athletic club is situated at the intersection of Boardman Avenue and Addie Street with parking areas on both. Ms. Harding is a member of the BWCC and was involved during concept development. OLSD and NCPRD also met with Ms. Harding separately to review the project and discuss features related to her parcels. She has expressed willingness to relocate or modify parking areas to provide a community trail head and access into the natural area. In addition, she is willing to provide basic operational maintenance of park or hard play areas (e.g., splash park) adjacent to her parcels.

NCPRD (Public Agency)

NCPRD will be a project partner with OLSD in planning the future improvements on grant-funded properties to achieve multiple benefits (e.g., surface water management, water quality improvements, natural area restoration and enhancements, public access, environmental education). NCPRD intends to be a long-term partner in helping OLSD plan, acquire, improve, manage and maintain natural areas in the Boardman watershed.

SOLVE (non-profit)

SOLVE, a non profit organization, is currently involved with the site by working with Rex Putnam High School to provide vegetation enhancements adjacent to the project. SOLVE has stated they will continue to invest staff resources to support project implementation and long-term success.

These partners are not listed as providing match contributions for this Phase I request. Their match involvement likely will be more specific in future phases.

Ecologically Effective/Cost Efficient

The proposed project is ecologically effective and cost efficient for the following reasons:

- **Multiple benefits.** The proposed project will ultimately serve multiple benefits including improving ecosystem and stream health for both humans and the environment. Human benefits include increased water storage by water retention and ecosystem health by assuring no development encroachment and associated habitat loss, habitat contiguity, habitat restoration (in future phases) further enhancing water quality. The proposed project will benefit human activity through access and education.
- **Protecting undeveloped land.** Though this land is undeveloped and thus underutilized, there is development potential. The proposed project protects undeveloped land so future reclamation is not required.
- **Project nimbleness.** The master planned improvements allow for phased and segmented approaches that can be modified based on actual acquisitions while still providing benefits.
- **Leveraging partners.** OLSD has a proven track record of leveraging agency and staff resources across multiple partners such as Clackamas County, NCPRD, NCUWC, and SOLVE to implement projects using the respective agency missions, capital, and expertise.

Multiple Benefits for Nature and People

The Phase II design will be tailored to the local community and its proximity to nearby schools makes it highly valuable for educational purposes. Additionally the intended infrastructure is specifically designed for educational programs.

Projects such as this offer an excellent opportunity to collect before-and-after data about wetland restoration, wildlife usage, fish passage, and other environmental metrics. Monitoring as an educational opportunity will be offered for the students at Rex Putnam High School. Additionally, OLSD will conduct regulatory and grant funding monitoring and provide reporting on behalf of the project.

A construction contractor will be selected through a competitive bid process, and the completed design will be built in the field. Some elements of construction, such as tree planting, may be done in part with community volunteers and students from local schools.

Contracting with Minority, Women and Emerging Small Business (MWESB)

OLSD fulfills this criterion by preventing any bias or exclusion in its contracting. Though it has no specific metric or goal, OLSD believes in supporting MWESB within the Metro Region. OLSD's contracting and bidding policy is to be completely open, and publicly announced to assure it is competitive. The policy in no way prevents opportunities to participate in locally-funded projects. OLSD maintains a list of continuously-updated contractors and notifies them of all bidding opportunities. This list includes minority business enterprises (MBE), women business enterprises (WBE) and emerging small businesses (ESB). An engineering firm will be hired through a competitive Request for Proposal (RFP) process to develop a full design for the project, take the design through the environmental permitting process with federal, state and local agencies, and complete land acquisition prior to construction.

Project Readiness

OLSD is ready to move forward with the acquisition process and will initiate/complete the process by the end of the grant spending date, assuming willing sellers. OLSD currently has an offer out to one parcel owner, the parcel with the attached appraisal.

OLSD is ready to move forward with the project after completion of the acquisition process. OLSD has the following components in place to continue implementation of the project.

- Financial set asides via the CIP budget
- OLSD Board support for continued development of the project as a District priority
- A concept plan developed by the BWCC.
- An external team of stakeholders engaged and excited to see this project come to fruition.

Following successful property acquisition during Phase I, OLSD will continue into project design and permitting, and finally, into construction contracting. This will include the environmental permitting process with federal, state and local agencies. OLSD has secured the funding for the permitting and construction for the Phase II improvements.

Budget Narrative (required forms are attached)

Identifying Costs

Summary

This narrative is amends the original budget narrative, project narrative and F3 form. The amendments include seeking acquisition for three properties instead of four. However, OLSD will pursue the fourth property acquisition outside this grant request. This is because the three identified property owners are further along in negotiations with a higher probability of acquisition during this grant's cycle.

This request is to provide funds for land acquisition only. Please note, the parcels are intended to be owned in fee simple; however, it is possible through property owner negotiations that conservation easements are identified as the only way to gain public access and secure the wetland property. As such, easements remain a secondary option. OLSD currently estimates fee simple acquisition costs at \$362,012 for the three potential properties. Budget sheet F3 summarizes the cost estimate and breakdown for the acquisition and related costs.

Total project costs (Phase I and II) include trail, outdoor classroom, interpretative kiosks, and restoration with estimated costs of \$3,138,654. Phase II and its benefits are described in the primary narrative, though any associated costs are not included in this proposal. Much of Phase II costs are secured through OLSD Capital Improvement Plan funding. If Phase I acquisitions occur, Phase II should be completed.

With this grant application, OLSD is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLSD's appropriated funds would only suffice for land acquisition (approximately) which would have some drainage benefit, but little or no other community benefit. The described Phase II improvements may theoretically be constructed, but funding would be sporadic and unsecured, making the community benefit uncertain and likely extending the implementation timeline. With Metro funds, OLSD can do more for the community and do it faster.

Line Item Description

Requested funds are for the Phase I Land Acquisition Targets identified in the primary narrative. Acquisition includes purchase and professional service contracts such as appraisal, title reports, documentation and environmental assessment.

Acquisition Cost

OLSD currently estimates fee simple acquisition costs at \$362,012 including administration costs for the three potential properties. The eventual purchase / acquisition price is unknown for all properties. Thus, the line item costs are all approximate. This request uses the per-acre coefficient of \$16,200 per acre assigned for the Addie Acres-owned taxlot to the Briar Ridge-owned taxlot. This is an estimate used while an appraisal is completed and anticipated in mid-March 2015. This request uses the most recent Clackamas County assessment to generate a market value of \$278,793 the Moore-owned property. This is an estimate used while an appraisal is completed and anticipated in mid-April 2015. The actual requested amount will change based on these appraisals' completion.

Per Metro criteria, no more than 10% of the requested grant funds are to be used to pay for local government staff time. Indeed, no staff time compensation is sought with this proposal (0%).

Pre-Agreement Costs

As an acquisition project, pre-agreement cost including appraisals, survey and environmental assessment expenses can be sought. Approximately \$25,000 of pre-agreement work was completed by consultants and agency staff to conduct the property appraisal, offer, and property owner coordination. OLSD will pay this amount and pre-agreement consultant costs and considers this as matching funds.

Post-agreement costs

Metro funds are primarily sought for land acquisition. Should acquisition costs consume the entire award amount, 100% of the award will be allocated to acquisition. Should all acquisition costs be less than the award, the remaining grant funds will only be used for applicable professional services costs including appraisals, survey and environmental assessment expenses will be paid with Metro funds. Specifically, these costs include appraisals, title reports, offer preparation, recording. OLSD Agency Staff, Administration and oversight and Planning Team outreach and consultant fees will all be paid by OLSD directly as match funds.

Capital Improvement Projects:

This is not a capital improvement project and no construction, permitting or other associated costs are sought as grant award funds. Though because Phase II construction costs are used as match, these types of funds are used as match for the land acquisition costs.

Overhead/indirect costs:

No direct or indirect overhead costs are requested in this proposal. As an acquisition, overhead costs are limited to 10 percent of due diligence expenses. This proposal satisfies this criterion as no (0%) overhead costs are sought. Per Metro criteria, indirect and/or overhead costs can be applied as match and are described in the match section of this document.

Appraisal and appraisal review

As of proposal application date, only one appraisal has been completed. An appraisal will ultimately be required to determine the market value of each property. Appraisals will be performed to Metro criteria for any purchased parcel or obtained easement and these appraisals submitted to Metro. Appraisals will be prepared by an independent certified appraiser in accordance with Uniform Standards of Professional Appraisal Practice (USPAP). A second certified independent appraiser shall review the original appraisal to ensure it was done in accordance with USPAP and shall confirm the appraised value.

Statement of Matching Funds

From the Nature in Neighborhoods Capital Grants November 12, 2014 Review Criteria Clarification document, the match ratio is 2:1 (200%). OLSD's match is \$780,000. The request is \$362,012. The match percentage is approximately 215% of the requested funds: more than satisfying the minimum requirement.

The project's match will be 100 percent financial (with no in-kind services). Financial match funds include the following:

- Phase II construction costs (site preparation) \$450,000
- Agency staff and consultant staff time and services (post-agreement) \$35,000
- Permit fees \$10,000

- Conceptual planning (trails, kiosks, structures etc.) \$100,000
- Land acquisition funds \$50,000
- Appraisals and Appraisal review: \$40,000
- Title report, insurance etc. \$10,000
- Environmental Assessment \$50,000
- Documentation \$10,000

The match funds as well as the remainder of the project will be funded with OLSD Surface Water Management Capital Funds which are approved and budgeted. These funds extend through multiple fiscal year budgets to fiscal year 2019 ending June 30, 2020. Match funds are secured through the OLSD Surface Water Management program. The District collects a monthly fee from residents to support the District's program, which includes capital improvement projects such as this one. It is possible that other agencies and organizations will contribute funds and services as the project develops. But, these are not currently identified nor used as match.

Match Description: OLSD Administration and oversight as well as Planning Team outreach and consultants will all be paid by OLSD directly and used as match contribution. Per Metro criteria, these are indirect and/or overhead costs that can be applied as match.

Not included in this budget are potential matching funds, either financial or through in-kind services which are anticipated to be provided by the NCPRD and Rex Putnam High School (plant installation and monitoring).

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

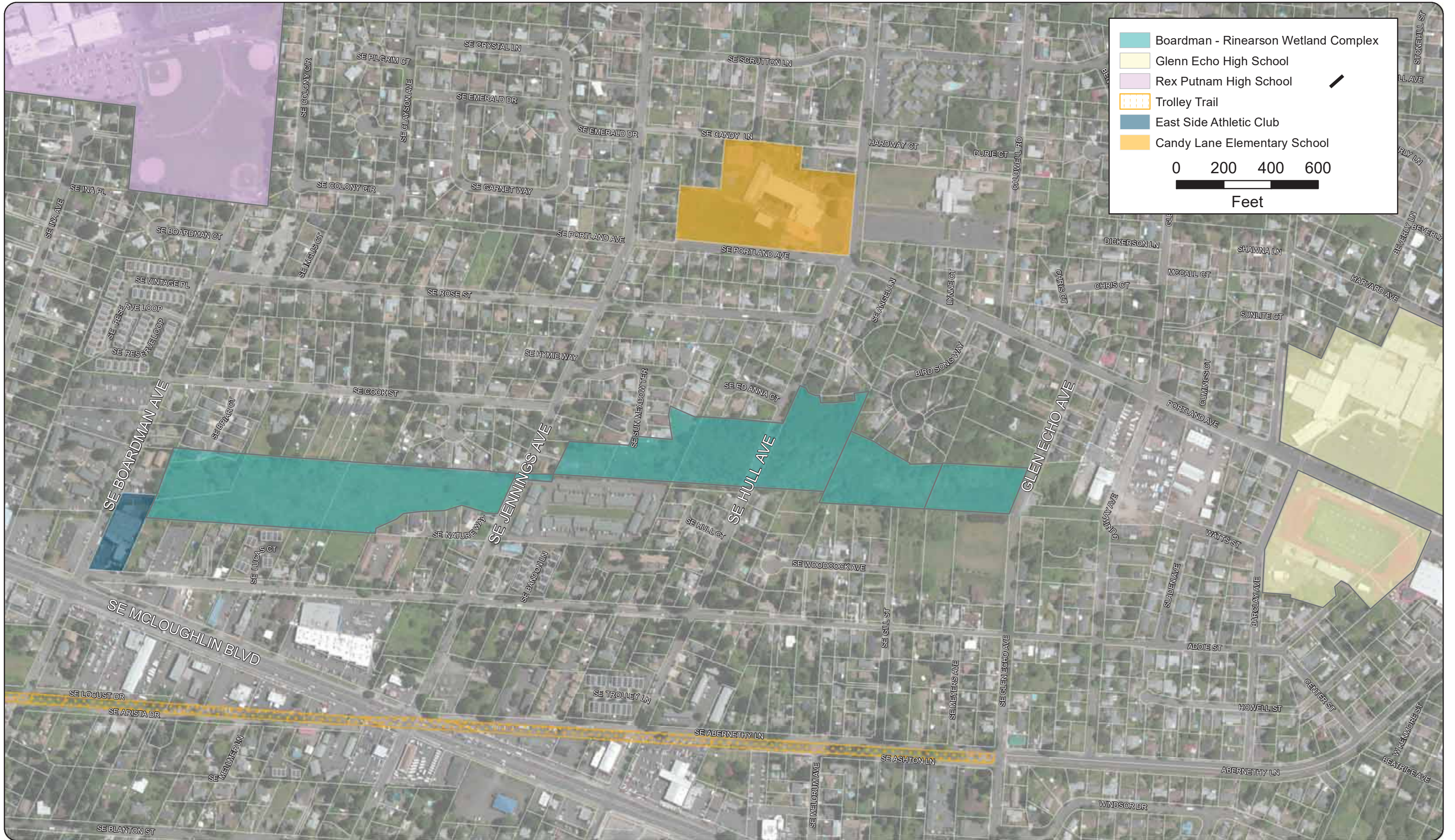
PROFESSIONALSERVICES COSTS				March 27 2015
<i>OLSD Boardman Wetlands Property Acquisition (Phase I) REQUEST and Match (Phase I and II)</i>				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff	\$10,000.00			\$10,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff	\$20,000.00			\$20,000.00
3. Consultants	\$15,000.00			\$15,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$60,000.00	\$0.00	\$0.00	\$60,000.00

CONSTRUCTION COSTS				
<i>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation	\$450,000.00			\$450,000.00
1. Site clearing				\$0.00
2. Excavation				\$0.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
D. Permits	\$10,000.00			\$10,000.00
E. Other, Conceptual Planning	\$100,000.00			\$100,000.00
Total for Construction Costs	\$560,000.00	\$0.00	\$0.00	\$560,000.00

ACQUISITION COSTS				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$50,000.00		\$362,012.00	\$412,012.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*	\$40,000.00			\$40,000.00
E. Title Report, insurance & documents	\$10,000.00			\$10,000.00
F. Phase I Enviro Assessment	\$50,000.00			\$50,000.00
G. Stewardship endowment				\$0.00
H. Management Plan Development				\$0.00
I. Baseline Documentation	\$10,000.00			\$10,000.00
Total for Acquisition Costs	\$160,000.00	\$0.00	\$362,012.00	\$522,012.00

OTHER COSTS				
A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.				\$0.00
				\$0.00
Totals for Other Costs	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL PROJECT COSTS	\$780,000.00	\$0.00	\$362,012.00	\$1,142,012.00
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Vicinity Map



Boardman-Reinearson Concept Improvements
SE Boardman to SE Jennings Avenue

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

PROFESSIONALSERVICES COSTS				5/23/2016
<i>· Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors. · Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management). · Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable. · Agency & non-profit personnel time cannot exceed 10% of the grant request. · Volunteers specifically doing project installation should be included in this section.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$122,000.00			\$122,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants	\$450,000.00			\$450,000.00
4. Volunteers				\$0.00
Total for Professional Services	\$572,000.00	\$0.00	\$0.00	\$572,000.00

CONSTRUCTION COSTS				
<i>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				
1. Site clearing	\$7,988.00		\$ 62,012.00	\$70,000.00
2. Excavation	\$170,000.00			\$170,000.00
B. Utilities	\$350,000.00			\$350,000.00
C. Improvements/Materials	\$585,345.00			\$585,345.00
D. Permits	\$0.00			\$0.00
E. Other, please list	\$0.00			\$0.00
Total for Construction Costs	\$1,113,333.00	\$0.00	\$62,012.00	\$1,175,345.00


ACQUISITION COSTS				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	\$55,000.00		\$300,000.00	\$355,000.00
B. Option Purchase	\$0.00			\$0.00
C. Option Reimbursement	\$0.00			\$0.00
D. Appraisal & Appraisal Review*	\$20,000.00			\$20,000.00
E. Title Report, insurance &	\$30,000.00			\$30,000.00
F. Phase I Enviro Assessment	\$0.00			\$0.00
G. Tenant relocation expenses	\$0.00			\$0.00
H. Deconstruction of structures	\$25,000.00			\$25,000.00
I. Site stabilization	\$5,000.00			\$5,000.00
J. Signage	\$5,000.00			\$5,000.00
Total for Acquisition Costs	\$140,000.00	\$0.00	\$300,000.00	\$440,000.00

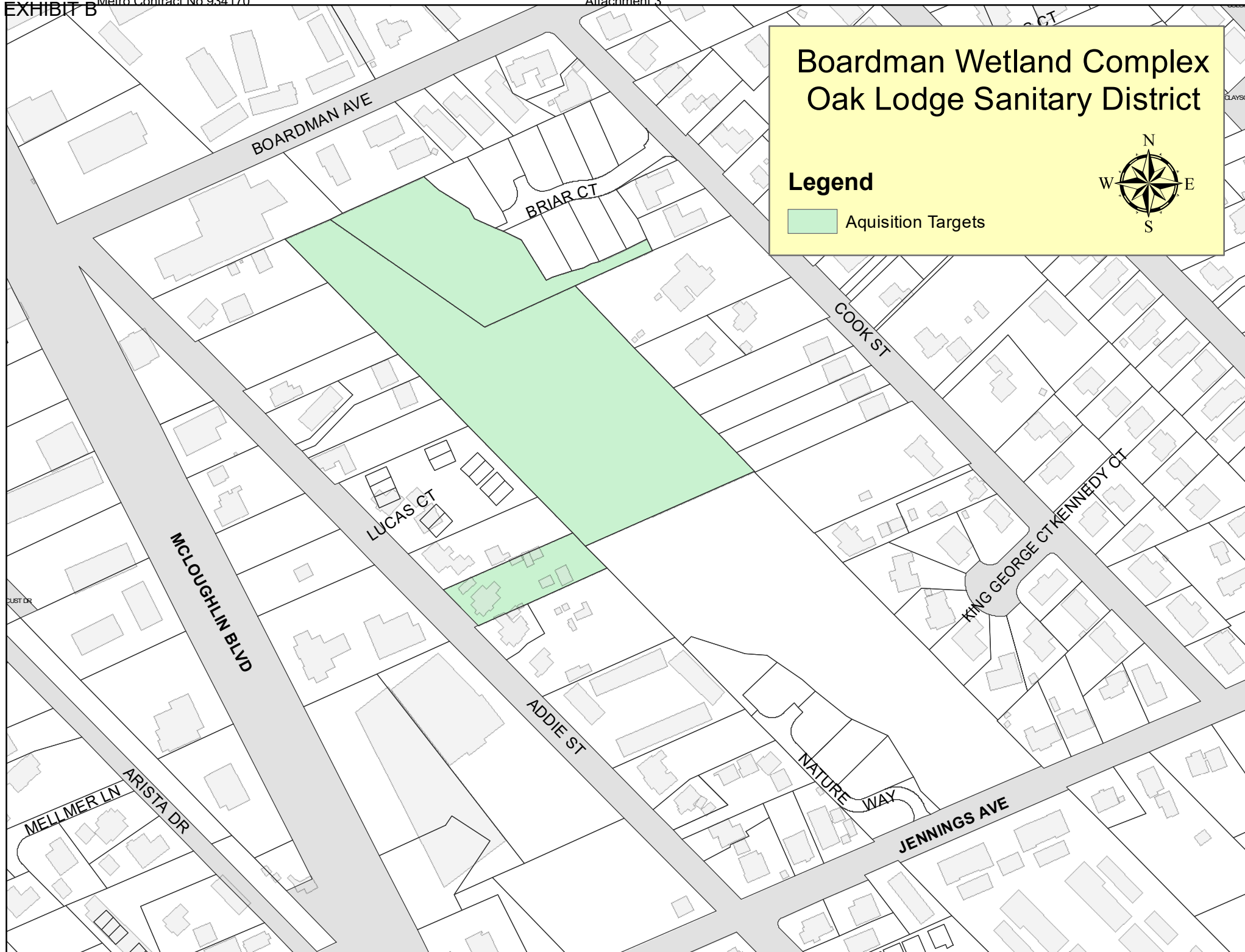
OTHER COSTS				
A. Travel (use current State of Oregon rates)	\$ 300.00			\$300.00
B. Overhead/Indirect costs - these can only be used as match.	\$ 60,000.00			\$60,000.00
Totals for Other Costs	\$60,300.00	\$0.00	\$0.00	\$60,300.00

TOTAL PROJECT COSTS	\$1,885,633.00	\$0.00	\$362,012.00	\$2,247,645.00
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Boardman Wetland Complex Oak Lodge Sanitary District

Legend

 Aquisition Targets





600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Amendment

AMENDMENT NO. 1

CONTRACT NO. 934807

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Oak Lodge Water Services District, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Intergovernmental Agreement as follows:

- Oak Lodge Sanitary District located at 14611 SE River Road, Oak Grove, Oregon 97267 will now be referred to as Oak Lodge Water Services District located at 14496 SE River Road, Oak Grove, Oregon 97267.
- The contract number is changed from 934107 to 934807.

Grant Recipient's reimbursement requests shall be sent to naturalareasgrants@oregonmetro.gov or sent to:
Oriana Quackenbush
600 NE Grand Avenue
Portland, Oregon 97232

The Metro contract number and Grant Recipient name shall be referenced in the email subject line. Payment shall be made by Metro on a Net 15 day basis upon approval of all required documentation of expenses.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Grant Recipient

METRO

By JASON RICE

By [Signature]

Print Name JASON RICE

Print Name Timothy A. Collier

Date 3/9/10

Date 3/22/10