



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

March 28, 2019

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

Members of the Board:

Approval of an Amendment #1 to the Grant Agreement between Metro and North Clackamas Parks and Recreation District (NCPRD) for the Boardman Wetland Complex Project

Purpose/ Outcomes	This Amendment will extend a Grant Agreement for the Boardman Wetland Natural Area Project with Metro to December 1, 2019. This project is currently under construction in partnership with Oak Lodge Water Services District (OLWSD). Once complete, NCPRD will own and manage a wetland complex and nature play area in Jennings Lodge, a park-deficient area within the District.
Dollar Amount and Fiscal Impact	No additional funding is required, time extension only.
Funding Source	Metro's Nature in Neighborhoods Grant Program
Duration	Through December 1, 2019
Previous Board Action	<ul style="list-style-type: none"> • 9/6/18 BCC Business Meeting: Approval of an Assignment of a Metro NIN Grant Agreement from OLWSD to NCPRD • 3/29/2018 BCC Business Meeting: Approval of Purchase and Sale Agreement with OLWSD for the Boardman Wetland Property
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • Honor, utilize, promote and invest in our natural resources
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Tonia Williamson, <i>Natural Areas Coordinator</i> , 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), is seeking approval of Amendment #1 to the Boardman Wetland Complex Project Grant Agreement with Metro. This amendment would extend the closing date of this Nature in Neighborhoods Grant from November 2018 to December 1, 2019.

Oak Lodge Water Services District (OLWSD) applied for the 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, and 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 matching grant funds have already been paid by OLWSD and so no additional funding is required.

The remaining Metro grant funding has been secured to pay for a portion of the construction of the project. This amendment is required prior to NCPRD seeking reimbursement for work

completed on the project from the Grantor, Metro. Once approved, NCPRD will request grant reimbursements for work performed related to the Boardman Wetland Complex Project through December 1, 2019.

County Counsel has reviewed the grant requirements prior to BCC approval in September 2018.

RECOMMENDATION:

Staff recommend the Board approve Amendment #1 to the Grant Agreement between North Clackamas Parks and Recreation District (NCPRD) and Metro as well as delegate authority to the BCS Director or Deputy Director to sign all documents necessary to effectuate the same.

ATTACHMENT:

1. Amendment 1 to the Grant Agreement between Metro and North Clackamas Parks and Recreation District (Metro Contract No. 935560)
2. Assignment of Intergovernmental Agreement

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



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

Amendment

AMENDMENT NO. 01

CONTRACT NO. 935560

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 the North Clackamas Parks and Recreation District, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Scope of Work as follows:

The contract expiration date is extended from November 1, 2018 to December 1, 2019 for the purpose of completing the Scope of Work.

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 _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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:

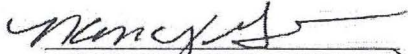
1. Effective as of the date that Assignor conveys the Property to Assignee (the “Effective Date”), Assignor assigns and transfers to Assignee all of Assignor’s rights, obligations, title and interest in the Agreement. Assignor will defend, indemnify and hold harmless Assignee from and against any and 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.

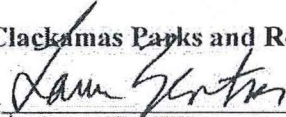
ASSIGNOR

Oak Lodge Water Services District

By: 
Name: NANCY GIBSON
Its: 8/28/2018

ASSIGNEE

North Clackamas Parks and Recreation District

By: 
Name: Laura Lentner
Its: 9/10/18

ACKNOWLEDGED CONSENT TO ASSIGNMENT:

Metro

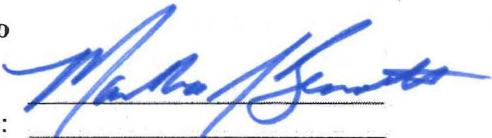
By: 
Name: _____
Its: _____

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.

INTERGOVERNMENTAL AGREEMENT

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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

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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.

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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).

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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.

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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.



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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
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.

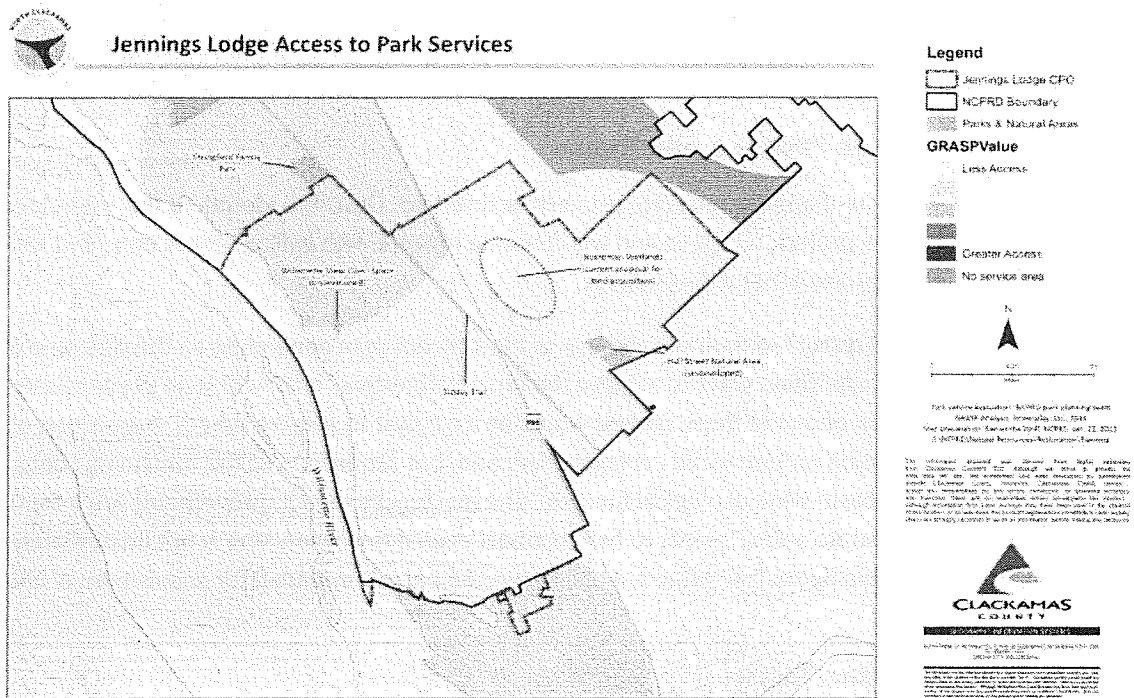


Figure 1. Location of, and access to, Parks and Open Spaces within Jennings Lodge.

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.

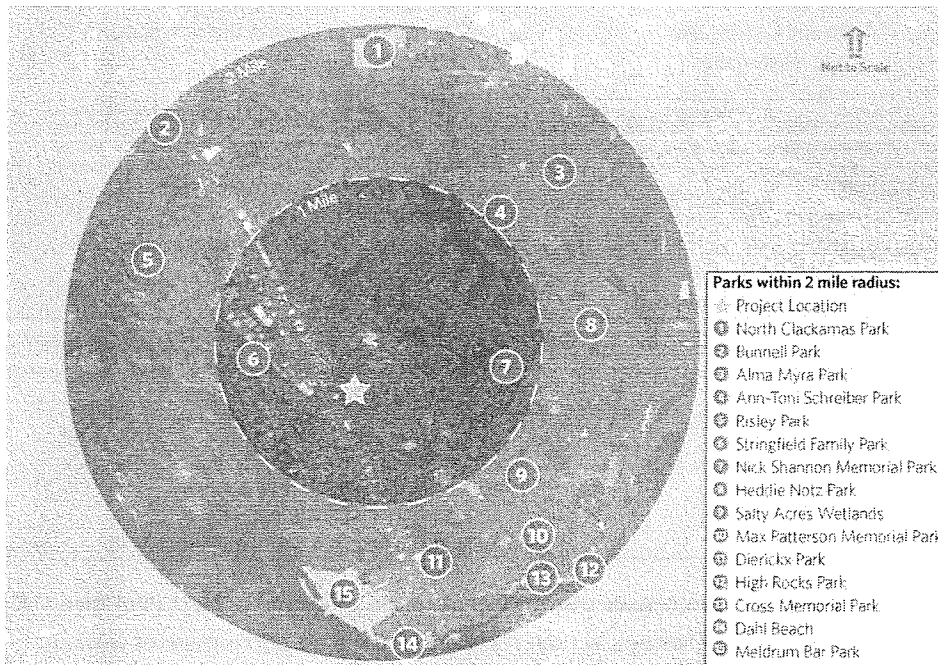


Figure 2. Public Park (Developed) Locations

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 amends the original budget narrative, project narrative and F3 form. The amendments include seeking acquisition for three properties instead of four. However, OLS D 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. OLS D 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 OLS D Capital Improvement Plan funding. If Phase I acquisitions occur, Phase II should be completed.

With this grant application, OLS D is leveraging grant funds to increase community benefits; those described in the narrative and desired by Metro. Without grant funds, OLS D'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, OLS D 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

OLS D 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

OLSD Boardman Wetlands Property Acquisition (Phase I) REQUEST and Match (Phase I and II)

	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

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.

	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

Please estimate the cost for all work elements. Please feel free to change the list.

	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

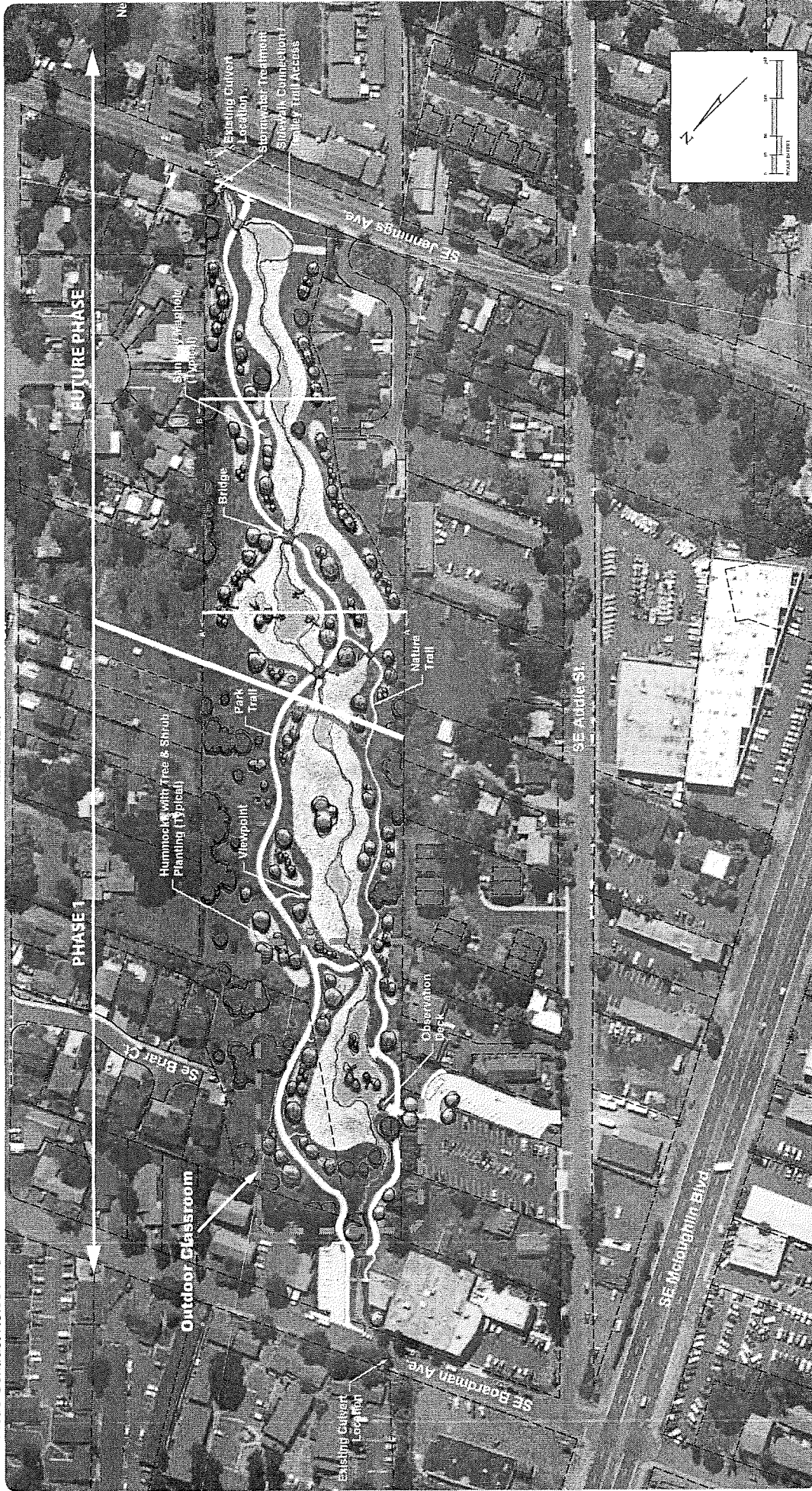
OTHER COSTS

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-Reinson Concept Improvements
SE Boardman to SE Jennings Avenue

NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET

PROFESSIONALSERVICES COSTS				5/23/2016
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.				
	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

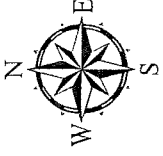
CONSTRUCTION COSTS				
Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				
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				
Please estimate the cost for all work elements. Please feel free to change the list.				
	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

 Acquisition 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 Dorothy A. Collier

Date 3/9/10

Date 3/23/10