

Intergovernmental Agreement



Contract 934482

Multnomah County 5600001540

Natural Areas Bond Measure Capital Grants Component

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 Multnomah County, located at 1620 SE 190th Avenue, Portland, Oregon 97233 (the “Government Sponsor”).

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 Johnson Creek Watershed Council (the “Grant Recipient”) to fund a North Fork Johnson Creek Fish Passage (the “Project”) in accordance with a grant agreement between Metro and the Grant Recipient, the form of which agreement is attached hereto as Exhibit A (the “Grant Agreement”);

WHEREAS, the Government Sponsor, a local government jurisdiction, is the owner of certain property where the Project is to occur and be located, which property is more specifically identified in the Grant Agreement, Exhibit A as Location B (the “Property”) and in which Exhibit A the Government Sponsor is identified as “Government Sponsor B”; and

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WHEREAS, the Government Sponsor has approved of the Project and an agreement between Metro and the Government Sponsor is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

The Government Sponsor hereby approves the Project described in the Grant Agreement and authorizes such project to take place on the Property. As a condition precedent to Metro's agreement to fund the Project, the Government Sponsor hereby agrees to comply with the terms and conditions of this Agreement, the applicable provisions of the Measure, and the attached Grant Agreement.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to the Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. The Government Sponsor hereby confirms that the Project will result in the creation of a capital asset as specifically described in the Grant Agreement to be owned by the Government Sponsor. 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 provided to Grant Recipient. The Government Sponsor 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 the Government Sponsor's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with the Government Sponsor's financial bookkeeping of other similar assets.

3. Funding

Metro has no financial obligation to the Government Sponsor under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

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4. Purpose; Limitations

A. The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project on the Property.

B. At no time will Metro have any supervisory responsibility regarding any aspect of the Project or the Property. Any indirect or direct involvement by Metro in the Project shall not be construed or interpreted by the Government Sponsor as Metro's assumption of a supervisory role.

5. 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 December 31, 2018.

Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of the Government Sponsor hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

6. Limitations on Use of Property

A. Real Property and Associated Buildings and Improvements

Throughout the term of this Agreement, the portion of the Property upon which the Project will be located (the "Project Area") shall be maintained and operated 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;

Notwithstanding the forgoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhood Approved Purposes

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will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of the Project Area 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 the Project Area consistent with the Nature in Neighborhood Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Property using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhood Approved Purposes. The Government Sponsor may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure.

7. Oregon Constitution and Tax Exempt Bond Covenants

The Government Sponsor 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. The Government Sponsor 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 bond interest under IRS rules. In the event the Government Sponsor breaches this covenant, the Government Sponsor 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 the Government Sponsor's breach of its covenant described in this Section.

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8. Funding Recognition

The Government Sponsor shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Government Sponsor, 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 Government Sponsor shall also permit the Grant Recipient to 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.

9. Termination for Cause

A. Subject to the notice provisions set forth in Section 9B 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 the Government Sponsor 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 9A above, Metro shall provide the Government Sponsor with written notice that describes the reason(s) that Metro has concluded that the Government Sponsor is in default and includes a description of the steps that the Government Sponsor shall take to cure the default. The Government Sponsor shall have 30 days from the date such notice is received of default to cure the default. In the event the Government Sponsor does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement. Following such termination, Metro shall notify the Government Sponsor in writing of effective date of the termination.

C. The Government Sponsor 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 the Government Sponsor 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 the Government Sponsor) this

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Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of the Government Sponsor shall be as set forth below in Section 10.

10. Joint Termination for Convenience

Metro and the Government Sponsor 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, signed agreement of both Metro and the Government Sponsor. Each party shall be liable for its own costs and damages incurred when Agreement is jointly terminated for convenience.

11. Mutual Indemnification

The Government Sponsor 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 the Government Sponsor or the Government Sponsor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify, defend, and hold the Government Sponsor and the Government Sponsor'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 Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Project Records, Audits, and Inspections

A. For the term of this Agreement, the Government Sponsor shall maintain comprehensive records and documentation relating to the Project and the Government Sponsor's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form

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of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

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

(i) The Government Sponsor'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) the performance of the Government Sponsor under this Agreement, (b) Government Sponsor's relationship with the Grant Recipient, or (c) any other contract entered into by the Government Sponsor 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 and subcontractors engaged in any work for the Government Sponsor related to this Agreement or the Project.

C. The Government Sponsor 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. The Government Sponsor 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 whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, the Government Sponsor 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

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sums, and salary. Such costs paid by the Government Sponsor to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. The Government Sponsor 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 the Government Sponsor, 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. The Government Sponsor agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Government Sponsor, 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 the Government Sponsor owes Metro any sum of money or that any portion of any claim made by the Government Sponsor against Metro is not warranted, the Government Sponsor shall pay all costs incurred by Metro in conducting the audit and inspection.

13. 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 the Government Sponsor's ability to consider real property transactions in executive session pursuant to ORS 192.660(2)(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).

14. 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

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Metro

600 NE Grand Ave.
Portland, OR 97232-2736

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 the Government Sponsor 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, the Government Sponsor 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.

15. 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.

Government Sponsor's Designated Representatives:

Roy Iwai, Multnomah County Transportation
1620 SE 190th Ave
Portland, OR 97233
Fax (503) 988-3419

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Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

16. Assignment

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

17. 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.

18. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives,

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Metro

600 NE Grand Ave.
Portland, OR 97232-2736

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.

Multnomah County

METRO

Signature

Martha Bennett

Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Hope Whitney

Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

Grant Agreement

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NATURAL AREAS BOND MEASURE CAPITAL GRANT AWARD

This Agreement is entered into between Metro, an Oregon municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Johnson Creek Watershed Council, an Oregon nonprofit corporation, located at 1900 SE Milport Road, Milwaukie, Oregon 97222, hereinafter referred to as the "Grant Recipient."

Metro has established the Nature in Neighborhoods Capital Grants program with the purpose of funding capital projects throughout the metropolitan region. 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 these projects (2) sponsorship benefits or supervisory responsibility with respect to the projects; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit "A" (the "Work"). Grant Recipient shall not be entitled to any payment under this Agreement unless and until Metro and the public entity that owns the real property where the Work will occur (the "Local Government Sponsor") have entered into a separate intergovernmental agreement in a form acceptable to Metro requiring, in part, that the Local Government Sponsor commit to treat the Work as a capital improvement. Any work by Grant Recipient prior to Metro and the Local Government Sponsor entering into the separate intergovernmental agreement, acceptable to each in their sole discretion, shall be at Grant Recipient's risk.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period commencing upon contract execution through and including December 31, 2018. Metro may, at its discretion, grant an extension of the Agreement term provided that Grant Recipient provides to Metro a written extension request, submitted not later than 30 days prior to the expiration date of this Agreement, demonstrating a compelling need for such extension.

3. CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the 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**.

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4. LIABILITY AND INDEMNITY; INDEPENDENT CONTRACTOR

Grant Recipient shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement, and for any claims or disputes involving subcontractors or partners.

Grant Recipient shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Grant Recipient be considered an employee of Metro. Grant Recipient shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Grant Recipient is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work; and for meeting all other requirements of law in carrying out this Agreement.

5. TERMINATION

Metro may, in its discretion, terminate this Agreement at any time upon giving Grant Recipient seven (7) days written notice. Without limiting the foregoing, if Metro concludes, in its discretion, that Grant Recipient has failed to make substantial progress toward completing the Work at any time after one year following the effective date of this Agreement then Metro will terminate this Agreement as provided in the preceding sentence. In the event of termination, Grant Recipient shall be entitled to payment for work performed prior to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies that Metro may have against the Grant Recipient.

6. INSURANCE

Grant Recipient shall purchase and maintain at Grant Recipient's expense, the following types of insurance covering the Grant Recipient, its employees and agents.

A. 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. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.



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This insurance as well as all workers' compensation coverage for compliance with Oregon law must cover Grant Recipient's operations under this Agreement, whether such operations are by Grant Recipient, by any subcontractor, or by anyone directly or indirectly employed by Grant Recipient or any subcontractor.

Grant Recipient shall provide Metro with a certificate of insurance complying with this section and naming Metro as an additional insured upon return of this Agreement signed by Grant Recipient to Metro.

7. MAINTENANCE OF RECORDS

Grant Recipient and subcontractors shall:

- A. Maintain all records relating to the Work in accordance with generally accepted accounting principles.
- B. The Grant Recipient shall maintain comprehensive records and documentation relating to the Work and the 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 Government Sponsor's role in the Work;
 - (1) In addition, the Grant Recipient shall maintain any other records necessary to clearly document:
 - (i) The 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 within Government Sponsor's control;
 - (ii) Any claims arising from or relating to (a) the performance of the Grant Recipient under this Agreement, (b) Grant Recipient's relationship with Metro, or (c) any other contract entered into by the Grant Recipient that relates to this Agreement or the Work;
 - (iii) Any cost and pricing data relating to this Agreement; and
 - (iv) Payments made to all suppliers and subcontractors engaged in any work for the Grant Recipient related to this Agreement or the Work.
- C. Maintain all records for the longer period of (a) six years from the date of final completion of the contract to which the records relate; (b) until the conclusion of any audit, controversy or litigation arising out of or related to the contract; or (c) until June 30, 2027, or the date upon which all bond debt of Metro related to the Work has been retired.

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D. Make all records relating to the Work available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Grant Recipient or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Grant Recipient elects to have such records outside these boundaries, the costs paid by the Grant Recipient to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

E. Authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Grant Recipient or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of subsection F of this section.

F. Disclose any records related to the Work as requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Grant Recipient or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. Pay all costs incurred by Metro in conducting any audit and inspection that reveals that records related to the Work disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted. Metro may withhold such costs from any sum that is due or that becomes due from Metro.

8. PUBLIC CONTRACTS

Grant Recipient shall comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are hereby inserted by reference into this Agreement and made requirements of this Agreement as if such provisions were separately enumerated herein.

In particular, 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 subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Grant Recipients Board before starting work on the project, unless exempt under that statute.



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9. COMPLIANCE WITH LAWS; SAFETY

Grantee shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act. If services of any nature are to be performed pursuant to this Agreement, Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits

10. SUBCONTRACTORS

Grant Recipient shall notify Metro prior to negotiating any subcontracts. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Grant Recipient's compensation shall result thereby. All subcontracts related to this Agreement shall include the terms and conditions of this Agreement. Grant Recipient shall be fully responsible for all of its subcontractors as provided in Section 4.

11. 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 or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Grant Recipient has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Grant Recipient such sums as shall satisfy that provision. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

12. INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Agreement are hereby expressly incorporated herein by reference; provided, however, that the terms described in sections 1 through 15 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. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient. The law of the state of Oregon shall govern the construction and interpretation of this Agreement.



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13. NO WAIVER OF CLAIMS

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.

14. ASSIGNMENT

Grant Recipient shall not assign any rights or obligations under or arising from this Agreement without prior written consent from Metro.

15. LIMITATIONS ON USE OF PROPERTY

A. Nature in Neighborhoods Approved Purposes

Throughout the term of this Agreement, the portion of the project location (set forth in the Scope of Work) upon which the project will be located (the "Project Area") shall be maintained and operated in a manner consistent with one or more of the following intended and stated purposes of Metro's Nature in Neighborhoods Capital Grants Program (the "Nature in Neighborhoods Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- 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.

Notwithstanding the foregoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhoods Approved Purposes will be permitted, but only to the extent such secondary uses affect a de minimis portion of the Project Area 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 the Project Area consistent with the Nature in Neighborhoods Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Project Area using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhoods Approved Purposes. The owner may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the grant program.

The obligations of this Section 15 shall survive the termination of this Agreement and continue in effect until June 30, 2027, or the date upon which all bond debt related to the capital improvements has been retired.



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

Grant Agreement

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GRANT RECIPIENT

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Scope of Work — Exhibit A

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CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: North Fork Johnson Creek Fish Passage
- II. Grant Recipient contact: Daniel Newberry
Johnson Creek Watershed Council
1900 SE Milport Road
Milwaukie, Oregon 97222
Daniel@jwcw.org
503-652-7477
- III. Government sponsor A: Lynn Barlow
Portland Parks & Recreation
1120 SW Fifth Avenue, Suite 1302
Portland, OR 97204
Lynn.barlow@portlandoregon.gov
503-823-4404
- IV. Government sponsor B: Roy Iwai
Multnomah County
1620 SE 190th Avenue
Portland, OR 97233
Ro.iwai@multco.us
503-988-0195
- V. Budget at time of award
Total cost of project: \$ 752,702
Grant award \$ 79,746
- VI. Project locations Map of culvert locations in Attachment 1
- Grant funded locations
- A. NF-2: North Fork Johnson Creek at Springwater Corridor.
This site owned by Government Sponsor A - Portland Parks & Recreation.
- B. NF-4: North Fork Johnson Creek at SE 262nd. This site owned by Government Sponsor B – Multnomah County
- Match locations (no Government Sponsor required)


Metro

 600 NE Grand Ave.
 Portland, OR 97232-2736

Scope of Work — Exhibit A

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- C. NF-5: North Fork Johnson Creek at Highway 26 owned by Oregon Department of Transportation
- D. NF-7/8: North Fork Johnson Creek at 267th owned by Multnomah County
- E. NF-11/12/13: North Fork Johnson Creek at the Headwaters Farm owned by East Multnomah Soil and Water Conservation District

VII. 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) sets forth the scope of work except as modified or added to herein:

- With Metro's approval, grant funds that are not needed as projected in a budget line item may be applied toward other budget line items described in the budget within Attachment 2.
- The existing 36" diameter Springwater culvert is proposed to be replaced with a 12 foot-diameter culvert that will be countersunk to mimic a natural stream channel. An alternative design may be substituted if approved by Government Sponsor A and regulatory agencies. The revised design shall be submitted to Metro prior to construction.

Project Benchmarks and Deliverables

Deliverable 1: Documentation of pre-agreement expenses associated with non-profit staff and consultants consistent with the budget in Attachment A.

Documentation of costs associated with NF-11/12/13 culverts that were replaced in the Summer 2016 and are eligible as pre-agreement match. Documentation shall include before and after photos and contractor invoices.

Deliverable 2: Documentation of contractor expenses associated with the construction of NF-2 and NF-4, which are to be constructed in 2017.

Deliverable 3: Documentation of contractor expenses associated with the construction of NF-5, which is to be constructed in 2018.

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



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Scope of Work — Exhibit A

Contract 934480

VIII. 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, 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.

I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of the project's documented total project costs (including in-kind expenses and donations) expended after December 15, 2016, consistent with the original grant application, up to but not exceeding Metro's total grant award of seventy-nine thousand seven hundred forty-six and 00/100 dollars (\$79,746). 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.



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Scope of Work — Exhibit A

Contract 934480

- 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 emailed to:
NaturalAreasGrants@oregonmetro.gov

Or mailed 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 Fifteen (15) day basis upon approval of reimbursement request.

II. Success Indicators

Grant Sponsor 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
Develop a long-term monitoring plan that will determine whether the project achieves the desired stream processes and fish passage outcomes for which it was designed.

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	North Fork Johnson Creek Fish Passage
Project's location/site address or other location information	1) Springwater Corridor and 2) SE 262nd St , both on N.Fk.J.Crk. Match fund culverts: 3) Hwy 26, 4) 267 th St, 5-7) Headwaters Farm
Applicant Organization	Johnson Creek Watershed Council
Is organization a 501(c)(3)? If yes, what is the EIN?	Yes 93-1311608
Is organization the government agency that will own the project?	No
Contact Person	Daniel Newberry
Address	1900 SE Milport Rd; Milwaukie, OR 97222
Phone	503-652-7477
Email	daniel@jcw.org
Public Agency (if different from applicant organization)	1) City of Portland, Parks & Recreation; 2) Multnomah County Roads Dept.
Contact Person	1) Lynn Barlow; 2) Roy Iwai
Address	1) 1120 SW Fifth Ave., Suite 1302, Portland, OR 97204 2) 1620 SE 190 th Ave; Portland, OR 97233
Phone	1) 503-823-4404; 2) 503-988-0195
Email	Lynn.Barlow@portlandoregon.gov roy.iwai@multco.us
Project Summary	Match funding to retrofit one and replace another culvert on the North Fork Johnson Creek as part of a watershed effort to improve fish passage through seven culverts (on a single stream) that are each a partial or complete barrier to salmonid passage.
Category Under which program category does your project best fit? (Select one only).	<input checked="" type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input 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: \$ 79,746 Match funds: \$76,321 In-kind match: \$596,635 Total program budget: \$752,702



August 1, 2016

Ms. Mary Rose Navarro
Metro
Nature In Neighborhoods Capital Grants
600 NE Grand Ave.
Portland, OR 97232

Dear Ms. Navarro,

On behalf of the Johnson Creek Watershed Council, I am excited to submit this grant application for \$79,746 to Metro's Nature In Neighborhood Capital Grants program. This grant will be the final funding piece of a package that will remove, replace, or repair seven culverts in the North Fork Johnson Creek subwatershed that impede salmonid fish passage.

I certify that the above information is correct, and that I am authorized by the governing board of the Johnson Creek Watershed Council to submit this grant application to Metro. Further, I certify that this organization is in good standing with the IRS and retains its official 501(c)(3) tax-exempt status and is further classified as public charity and not a private foundation or qualifies for exempt status as a public school, government agency, or religious institution."

Our IRS determination letter is included with this grant application.

Sincerely,

A handwritten signature in blue ink that reads "Daniel G.S. Newberry". The signature is written in a cursive, flowing style.

Daniel Newberry,
Executive Director

Department of Community Services



Transportation Division

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

Dear Ms. Navarro,

Multnomah County owns and manages the culvert that conveys the North Fork Johnson Creek under SE 262nd Ave. The Johnson Creek Watershed Council is applying to Metro's Capital Grants program to retrofit this culvert with our full enthusiastic support. The retrofit includes adding baffles to the existing culvert.

As the government sponsor of this project, Multnomah County acknowledges that

1. The project shall be recorded as a fixed asset in the County's audited financial statement,
2. The accounting treatment for this project is consistent with other similar transactions,
3. Multnomah County will be required to enter into an agreement with Metro committing to capitalizing the asset and accepting maintenance responsibilities.

Multnomah County is proud to be part of this multi-agency project to restore fish passage in this entire tributary stream where seven culverts will be replaced, repaired or removed. The primary commitment we have to this project is to replace the culvert at SE 267th St. Our cost for this culvert replacement is expected to be \$365,700, which includes \$200,000 from our Capital budget, \$15,700 of in-kind engineering labor, and a \$150,000 grant from the East Multnomah Soil & Water Conservation District. We consider our funding as in-kind support to this larger watershed-scale project.

We urge you to support the Council's application to Metro's Capital Grants Program. Metro funding will make our watershed-scale restoration efforts a reality.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian B. Cannon".

Ian B. Cannon, P.E.
Transportation Director

**PORTLAND PARKS & RECREATION**

Healthy Parks, Healthy Portland

July 28, 2016

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

Dear Ms. Navarro,

Portland Parks & Recreation owns and manages the culvert under the Springwater Trail that conveys the North Fork Johnson Creek in east Multnomah county. The Johnson Creek Watershed Council is applying to Metro's Capital Grants program to replace this culvert with our full enthusiastic support.

As the government sponsor of this project, the City of Portland acknowledges that

1. The project shall be recorded as a fixed asset in the City's audited financial statement,
2. The accounting treatment for this project is consistent with other similar transactions,
3. The City of Portland will be required to enter into an agreement with Metro committing to capitalizing the asset and accepting maintenance responsibilities.

Portland Parks & Recreation is proud to be part of this multi-agency project to restore fish passage in this entire tributary stream where seven culverts will be replaced, repaired or removed. We urge you to support the Council's application to Metro's Capital Grants Program. Metro funding will make our watershed-scale restoration efforts a reality.

Sincerely,

Lynn Barlow
Natural Areas Supervisor

City Nature
1120 S.W. 5th Ave., Suite 1302
Portland, OR 97204
Tel: (503) 823-5396 Fax: (503) 823-5570
Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.



PortlandParks.org
Amanda Fritz, Commissioner
Mike Abbate, Director



Final Application to Metro's Capital Grants Program
Project Narrative: North Fork Johnson Creek Fish Passage
August 1, 2016

BRIEF PROJECT BACKGROUND

North Fork Johnson Creek is an upper watershed tributary to Johnson Creek, originating at approximately river mile 18 on mainstem Johnson Creek. The 26 mile Johnson Creek flows through Milwaukie, inner and outer East Portland, Gresham, Damascus, and Boring. All five upper watershed tributaries were identified in a 2011 (electrofishing) fish census as important cold water refugia, especially for anadromous fish, and are especially important because the already high mainstem temperatures are expected to rise as climate change progresses.

North Fork Johnson Creek was unique among these five tributaries not only as lacking in coho salmon, but also in its preponderance of (seven) partial or full fish passage barriers. For salmonids to reach this cold water tributary, these seven barriers—culverts—must be repaired, removed or replaced.

Johnson Creek is rare among urban streams in the Pacific Northwest. It is home to three species of Endangered Species Act-listed salmonids: chinook and coho salmon and steelhead trout. This project is an important step in the Council's 20-year history of improving conditions for salmonids in this watershed.

SCOPE OF WORK

The first barrier a coho salmon encounters as it enters the North Fork is under the Springwater Trail. Replacing this culvert with a larger diameter culvert is the primary activity for which we propose to use Metro funds. The attached 30% design shows that this culvert will be installed below grade and filled with gravel/cobbles/boulders to simulate a natural stream channel.

The initial barrier a migrating fish encounters in a watershed is usually the most important to address first, because it controls the access to the remainder of the stream. Although this barrier and several others on the North Fork are not 100% barriers, it is important to fix them. Each partial barrier represents precious energy a salmonid expends in its journey and a potential threat of injury, disease pathways, and death.

The next two problem barriers upstream of the Springwater Trail barrier are a Multnomah County culvert under SE 262nd St and an ODOT culvert under Hwy 26. The work at the Hwy 26 culvert is presented as matching funds to the Metro Capital Grant request, as it is part of the subwatershed effort to improve fish passage.

The 262nd St culvert is a partial barrier that needs only a reduction in water velocity through it to improve the existing partial passage barrier. JCWC is requesting a modest amount of funding in this

grant application to install baffles on the county's 262nd St. culvert to reduce water velocity. Please see the County's letter of support.

The ODOT culvert is a 100% passage barrier. Both agencies have partnered with the Council and are asking us to manage the fish passage improvement here. The work at this barrier includes patching areas that are rusted out and causing water to flow under the culvert, installing grade control (boulder weirs) downstream of the culvert to get rid of the outflow jump pool, and repairing the culvert inlet so water (especially at low flow) can no longer flow underneath the culvert.

Upstream of these three problem culverts are a long culvert under SE 267th St and three culverts at the Headwaters Farm of East Multnomah Soil & Water Conservation District.

Both Multnomah County and EMSWCD have been considering fixing these barriers for several years. When each of us learned, and later discussed—at a meeting of the Johnson Creek Inter-Jurisdictional Committee—that the other organizations were considering fish passage improvements on this single tributary, we realized that could achieve full fish passage on this tributary in 24 months if we could secure the funding to address all the barriers. We believe that this approach to fish passage improvement—multiple agencies simultaneously focusing their efforts on a single stream—will yield ecological benefits far beyond a piecemeal approach, and provide momentum to leverage additional funding to complete the larger project.

The County culvert at SE 267th St was installed at too steep a grade, causing a high velocity barrier to migrating fish, and parts of it are rusting. That culvert will be replaced. In June of 2016, the County decided they have to delay this project from summer 2017 to summer 2018 because of a high agency project load.

The EMSWCD has three culverts at their Headwaters Farm at the upper end of the basin. One will be removed and two will be replaced, all in August/September, 2016.

PROGRAM CRITERIA

ReNature criteria: Answer the following three questions for projects that increase and/or recover the ecological functions and processes in order to protect water quality and enhance habitat.

1. Project Scope

The North Fork Johnson Creek contains two miles of cold water habitat. This is especially important in the summer for juvenile ESA-listed salmonids: stream temperatures all over the Metro area routinely exceed values lethal to salmonids and are thought to be responsible for the summer 2015 fish kill in the Willamette River and its tributaries, where tens of thousands of salmon died. This watershed-scale, multi-agency project will repair, replace, or remove seven culverts. In so doing, this entire tributary will achieve connectivity for both anadromous and resident fish over its two-mile length.

2. Project Need

In 2013, JCWC completed a basinwide assessment of 273 culverts. The North Fork culvert under the Springwater Trail emerged as one of the top 17 culverts/barriers to be addressed, based on the APASS (Anadromous PASSage) model as being high cost/benefit projects.

In 2015, the Council published its Action Plan 2015-2025, outlining our watershed restoration strategy for the next 10 years. Plan priorities were determined after input gathered at many meetings of agency representatives and community members. Improving fish passage is one of the main focus areas outlined in this document.

Half a mile upstream on the mainstem from the confluence of North Fork Johnson Creek with the mainstem is Badger Creek. In September 2016, the Council will be replacing another culvert under the Springwater Trail, this one at the mouth of Badger Creek. That project—funded in part by a Nature In Neighborhoods grant—was the first step in restoring fish passage to the upper Johnson Creek watershed.

The North Fork is one of five tributaries in the upper Johnson Creek watershed. This entire area has been targeted for anadromous fish refugia by Multnomah County, East Multnomah SWCD, Clackamas SWCD, Metro and JCWC. To date, many millions of dollars have been spent by Metro in land acquisition and subsequent riparian restoration on the mainstem of Johnson Creek where these five tributaries enter. The Council and its SWCD partners have spent hundreds of thousands of dollars in the upper watershed restoring these riparian areas by plantings for future shade and through invasive plant removal.

Five agencies—JCWC, ODOT, City of Portland, East Multnomah SWCD, Multnomah County—are working cooperatively to remove all fish passage barriers from North Fork Johnson Creek between August 2016 and August 2018.

After these culverts are removed, salmonids will have two new miles of cold water refugia open to them

3. Impacts

By increasing fish passage, this project will likely increase salmonid population in the nearby Metro-owned area of Johnson Creek. There will be a disruption lasting a few days to pedestrians and bicyclists on the Springwater Trail during project construction, but this disruption is only temporary.

The Council routinely leads tours of watershed restoration projects, which we publicize widely. Many of these tours are conducted on bicycle, as the Springwater Trail parallels Johnson Creek for much of its length. We plan to include this project as one of our new project tours. We regularly engage students from nearby Sam Barlow High School in Gresham in service learning projects. We plan to have them help to revegetate the project site in the winter following construction. This will be an opportunity for students not only to learn about stream and riparian ecology, but also to participate in restoration.

PARTNERSHIPS

Portland Parks & Recreation – Landowner/manager, Springwater Trail & Springwater Trail culvert. Contact: Lynn Barlow, Natural Area Supervisor lynn.bar3-Low@portlandoregon.gov 503-823-4404.

East Multnomah Soil & Water Conservation District – Landowner/manager, Headwaters farm. Replacing or repairing three culverts on that property in August/September, 2016. Funder of a \$150,000 grant to Multnomah County for 267th St. project. Contact: Julie DiLeone, Rural Lands Program Supervisor. JulieD@emswcd.org 503-935-5360

Oregon Department of Transportation – Landowner/manager of the Hwy 26 culvert. Subcontracting culvert repair to JCWC. Contact: William Warncke, State Fish Passage Coordinator. william.m.warncke@odot.state.or.us 503-986-3459

1900 SE Milport Road, Suite B Milwaukie, OR 97222 503-652-7477 www.jcwc.org

Multnomah County – Landowner/manager, 262nd and 267th St. culverts. Will be replacing the 267th culvert and subcontracting the 262nd St. culvert (baffles) to JCWC. Contact: Roy Iwai, Water Resources Specialist, roy.iwai@multco.us 503-988-0195

(Funding Only) National Fish & Wildlife Foundation – Funded the design of the Springwater Trail culvert replacement. Grant program contact: David Lawrence, Director of Aquatic Conservation, david.lawrence@nfwf.org 202-595-2451.

COST-EFFICIENT ECOLOGICAL DESIGN SOLUTIONS

Two options for the Springwater Trail culvert were considered: a larger culvert, set at a gentler grade than the existing culvert, and a bridge. The larger culvert was chosen both because the cost was less than a bridge and because PP&R believes that a bridge will require more long-term maintenance. The 262nd St. culvert will be retrofitted with baffles to address the high velocity problem. This is far cheaper than replacing this culvert (~\$10,000 vs. ~\$80,000).

MULTIPLE BENEFITS FOR PEOPLE AND NATURE

This series of seven culvert projects is in unincorporated Multnomah County, just south of Gresham. Relatively few large restoration projects have been undertaken in this part of the Johnson Creek Watershed, compared to Portland. The ecological goal of this project is to provide summer rearing and temperature refugia habitat for salmonids. This will likely increase the salmonid population here, which gives residents of this area the opportunity to see salmon in their neighborhood stream, something that has been very rare.

Although we chose the contractors we are working with on the Springwater culvert 18 months ago, we are committed to finding a minority or woman-owned contracting business for the culvert retrofit part of this project. This will also provide the Council with additional equitable contracting contacts for future, larger projects.

PROJECT READINESS & FEASIBILITY

PROJECT TEAM: The Council's project team consists of the following two individuals:

Daniel Newberry, JCWC Executive Director. Mr. Newberry has worked in the field of watershed restoration since 1993. He holds a B.A. in Physics from Middlebury College and a Masters of Forest Science (Forest Hydrology and Watershed Management concentration) from the Yale School of Forestry and Environmental Studies. He has managed a variety of instream restoration projects—including culvert removals—for the U.S. Forest Service, Hoopa Valley Tribe, The Applegate River Watershed Council, and for a variety of clients as an independent consultant. He also served as the Executive Director for the Siskiyou Field Institute.

Katie Songer, JCWC Restoration Project Manager. Ms. Songer has worked as an environmental scientist and outreach specialist for fifteen years in both Oregon and Wisconsin, including five years as a stream ecologist and field guide author with the Wisconsin Department of Natural Resources. She holds a B.A. in Environmental Studies from Whitman College and an M.S. in Environment and Resources from the University of Wisconsin-Madison's Nelson Institute for Environmental Studies.

Project team members at the other four partner organizations include individuals with backgrounds in fisheries biology, engineering, transportation management, landscape architecture, and natural resources conservation. We are working together on these multiple culvert projects. The funding is

nearly all in place: this application to Metro is the final funding piece of a ~\$800,000 subwatershed-scale fish passage project.

All engineering tasks are subcontracted to the engineering firm, Inter-fluve. The culvert design is completed by their Professional Engineer Bill Norris, who has more than 20 years designing instream restoration projects, including many culvert projects.

The construction contractor is Aquatic Contracting, which has managed fisheries restoration projects—including many culvert projects—since 2001. Their clients total more than 30 public and non-profit organizations.

PROJECT TIMELINE

The 30% design for the Springwater Trail culvert and probable cost estimate has been completed. The NFWF design grant also contains final design funding. Final design will happen in conjunction with the permitting, between October, 2016 and April, 2017. The 30% design and probable cost are included as attachments to this document. Construction is planned for July and August of 2017.

PROJECT DESIGN

The design plan is to replace the constricting existing 36" diameter Springwater culvert with a 12 foot-diameter culvert. This culvert will easily pass a 100-year flood. Its large diameter was chosen in response to direction from ODF&W and NMFS to make the culvert 1.5 times the active channel width upstream of the culvert. Selecting such a large culvert will also reduce future maintenance costs, as it will be less likely to plug with organic debris. The culvert will be below grade / countersunk so it will mimic a natural stream channel. Cobbles and boulders will be placed on the bottom of the culvert to bring the stream bottom up to grade. The design process included a topographic survey and hydraulic modeling (HECRAS) to determine the proper size and orientation of the new culvert.

The Springwater culvert will not require maintenance beyond the possible cleaning of debris, which is unlikely given the large diameter of the culvert. The 262nd St. It is possible that the 262nd St culvert baffles may require adjustment or repair, should they be struck by unusually large and heavy objects during high flows. The public agency owning the culverts (City of Portland for the Springwater culvert and Multnomah County for the 262nd St. culvert) will be responsible for the maintenance. JCWC will revegetate the construction area with funds from this grant program in the winter of 2017/18.

FUNDING

This Metro Capital Grant is the final funding needed to make this project a reality. East Multnomah SWCD and Multnomah County have obligated all funds necessary for their parts of the project. ODOT has obligated the funds they will use to subcontract the Hwy 26 culvert to JCWC. The contract for this project is expected to be signed in September, 2016. The design funding for the Springwater culvert is contained in an existing grant to JCWC from the National Fish & Wildlife Foundation.

PROJECT EVALUATION AND/OR MONITORING

The implementation of the contractors' work will be conducted by the designing engineer of each project. This will be verified by JCWC staff and their counterparts at partner agencies. The coordination and project experience all agencies gain here will be transferable to the next watershed-scale fish passage effort, planned for 2018-2019 in Mitchell Creek.

JCWC intends to seek funding in a monitoring grant from the Oregon Watershed Enhancement Board for a fish census monitoring grant for 2017, to replicate the census done in 2011. This project, intended for 2018 or 2019, will provide an opportunity to see how salmonid populations in the upper Johnson Creek watershed have changed in that time.

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

Johnson Creek Watershed Council - North Fork Johnson Creek Fish Passage

PROFESSIONALSERVICES COSTS**8/1/2016**

- 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 (ODOT) secured	financial match (NFWF) secured	in-kind match (JCWC)	in-kind match (Mult. Co) secured	in-kind match (EMSWCD Headwater Farm culverts)	in-kind match (EMSWCD grant to Mult. Co.)	Metro capital grant request	TOTAL
A. Pre-Agreement								
1. Non-profit staff		\$1,500.00	\$1,640.00					\$3,140.00
2. Agency staff								\$0.00
3. Consultants		\$5,000.00						\$5,000.00
4. Volunteers								\$0.00
B. Post-Agreement Costs								\$0.00
1. Non-profit staff	\$8,351.00		\$820.00				\$7,680.00	\$16,851.00
2. Agency staff				\$55,000.00	\$5,000.00			\$60,000.00
3. Consultants	\$21,298.00						\$6,000.00	\$27,298.00
4. Volunteers								\$0.00
Total for Professional Services	\$29,649.00	\$6,500.00	\$2,460.00	\$55,000.00	\$5,000.00	\$0.00	\$13,680.00	\$112,289.00

7680

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 (ODOT)	financial match (NFWF)	in-kind match (JCWC)	in-kind match (Mult. Co) secured	in-kind match (EMSWCD Headwater Farm)	in-kind match (EMSWCD grant to Mult. Co.)	Metro capital grant request	TOTAL
A. Site Preparation								\$0.00
1. Site clearing	\$3,000.00			\$10,000.00			\$2,400.00	\$15,400.00
2. Excavation	\$11,000.00			\$50,000.00			\$15,655.00	\$76,655.00
3. Post-project pavement repair							\$4,000.00	\$4,000.00
B. Utilities				\$10,000.00				\$10,000.00
C. Improvements/Materials								\$0.00
1. New culvert				\$70,000.00			\$8,841.00	\$78,841.00
2. Baffles on 262nd St culvert							\$6,000.00	\$6,000.00
3. Culvert repiar materials & boulders for weirs	\$5,000.00							\$5,000.00
D. Permits				\$145.00			\$250.00	\$395.00
E. Mobilization	\$4,000.00			\$10,000.00			\$8,000.00	\$22,000.00
F. Erosion & Sediment Control including dewatering/diversion pumping	\$6,000.00			\$16,522.00			\$6,200.00	\$28,722.00
G. 20% Costruction contingency	\$6,000.00			\$33,333.00			\$9,019.00	\$48,352.00
H. Baffles Installation							\$4,000.00	\$4,000.00
Total for Construction Costs	\$35,000.00	\$0.00	\$0.00	\$200,000.00	\$176,200.00	\$150,000.00	\$64,365.00	\$625,565.00

ACQUISITION COSTS

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

	financial match (ODOT)	financial match (NFWF)	in-kind match (JCWC)	in-kind match (Mult. Co) secured	in-kind match (EMSWCD Headwater Farm culverts)	in-kind match (EMSWCD grant to Mult. Co.)	Metro capital grant request	TOTAL
A. Purchase Price								\$0.00
B. Option Purchase								\$0.00
C. Option Reimbursement								\$0.00
D. Appraisal & Appraisal Review*								\$0.00

E. Title Report, insurance & documents								\$0.00
F. Phase I Enviro Assessment								\$0.00
G. Stewardship endowment								\$0.00
H. Management Plan Development								\$0.00
I. Baseline Documentation								\$0.00
Total for Acquisition Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OTHER COSTS

A. Travel (use current State of Oregon rates)							\$201.00	\$201.00
B. Overhead/Indirect costs - these can only be used as match.	\$2,500.00	\$2,672.00	\$7,975.00					\$13,147.00
C. Post-construction planting & site rehab							\$1,500.00	\$1,500.00
Totals for Other Costs	\$2,500.00	\$2,672.00	\$7,975.00	\$0.00	\$0.00	\$0.00	\$1,701.00	\$14,848.00

TOTAL PROJECT COSTS	\$67,149.00	\$9,172.00	\$10,435.00	\$255,000.00	\$181,200.00	\$150,000.00	\$79,746.00	\$752,702.00
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Nature in Neighborhoods Capital Grants Match Form

Johnson Creek Watershed Council - North Fork Johnson Creek Fish Passage

Instructions

1. Enter description of the source of matching funds or in-kind contribution. Put an X in the appropriate boxes. Enter the value of the matching source and appropriate notes to clarify how source will be allocated. Feel free to add as many rows as you need.
2. If utilizing volunteers, indicate this in the "Match Source" and "In kind" columns and calculate the number of hours the volunteers will be contributing to the project. The "Amount" will be those hours multiplied by the hourly rate found at the Independent Sector website:
www.independentsector.org/programs/research/volunteer_time.html
3. If your "Match Source" is a professional or technical service received as "In kind", use the market average or actual salary or bid for that individual or service. Use the "Notes" column to document your methodology.

Matching Source	Financial	In-kind	Pending	Secured	Value	Notes
Multnomah County	X	X		X	\$255,000	\$200k-capital; \$55k-inkind design for 267th st culvert replacement
East Multnomah SWCD	X	X		X	\$181,200	Agency cash for contracts and staff in-kind
East Multnomah SWCD	X	X		X	\$150,000	For 267th st culvert replacement - grant to Multnomah County
National Fish & Wildlife Fnd'n	X			X	\$9,172	Engineering design grant, Springwater culvert
OR Dept of Transportation	X			X	\$67,149	Contract to JCWC for Hwy 26 culvert--currently undergoing final contracting
Johnson Creek Watershed Council		X			\$10,435	10% indirect of Metro grant + staff time
Total					\$672,956	

Pre-agreement match not in counted in this grant application: \$135,880 from EMSWCD, \$20,220 from NFWF.



Letter of Interest to Metro's Capital Grants Program
Budget Narrative: North Fork Johnson Creek Fish Passage
August 1, 2016

Context

This subwatershed-scale fish passage project includes the repair, removal, or replacement of seven culverts spread over two miles of North Fork Johnson Creek. Three of these culvert projects will be managed by the Johnson Creek Watershed Council (JCWC). Of these three, funding is requested for two from the Metro Capital Grants program. They are (NF-2 on map) Springwater Trail and (NF-4) 262nd St culvert. The third, (NF-5) Hwy 26, is being funded by ODOT, through a contract to the JCWC.

The National Fish & Wildlife Foundation awarded the JCWC a grant for the design of the Springwater Trail culvert in January, 2016. Because some of these funds were spent prior to the Letter Of Interest, only part of this \$29,392 grant is listed as match in this Metro application.

Of the other four, one culvert replacement (NF-7/8) is being managed by Multnomah County with funding from their Capital Improvements budget, staff time in their agency budget, and a grant from the East Multnomah SWCD. This funding is listed in the match funding column. Because Multnomah County will be putting this part of the project out to bid, the actual construction cost is an estimate.

The three culverts projects managed and funded by EMSWCD are included in the match budget for this grant application because these projects will be completed in August and September, 2016.

JCWC's in-kind match of \$10,435 includes 10% of this grant request in indirect / grant administration costs not allowed in the Metro Capital grants budget plus additional staff time by JCWC's Project Manager and Executive Director that cannot be captured under the 10% salary cap.

Post-agreement Professional Services Costs

This line item funds the 240 hours of staff time (cost to agency is \$32/hr) for JCWC project manager Katie Songer to manage the two culvert projects. The most time-consuming cost is permitting. Coordination with contractors and agency representatives, site visits, and reporting are also included.

Project Manager Time	Hours
Permitting -- Springwater Culvert	80
Permitting -- 262nd St. Culvert	40
Coordinating contractors: oversight, inspections, contract admin	50
Coordinating with agency reps on planning	20
Site visits w/engineer, agency reps, other partners	30
Reporting	20

The consultant time is for the design of the baffles on the 262nd St. culvert.

Construction

Through the funding from the NFWF grant, the engineering firm Inter-fluve has created a 30% design (attached to this application) and a probable cost estimate (see below).

No.	Bid Item	Unit	Unit Price	Quantity	Subtotal
General					
1	Mobilization	LS	\$8,000	1	\$8,000
Erosion and Sediment Control					
2	Silt Fence	LS	\$4	50	\$200
3	Temporary Fencing/Signage	LS	\$1,000	1	\$1,000
4	Sandbag Dam	LS	\$200	1	\$500
5	Diversion Pumping	LS	\$500	1	\$500
6	Dewatering Pumping	LS	\$4,000	1	\$4,000

Earthwork					
7	Clearing and Grubbing	SY	\$2	200	\$400
8	Temporary Trail Bypass	SY	\$10	200	\$2,000
9	Excavation Cut	CY	\$18	260	\$4,680
10	Foundation Material Fill	CY	\$60	30	\$1,800
11	3/4- Minus Fill	CY	\$55	40	\$2,200
12	Streambed Substrate Fill	CY	\$120	50	\$6,000
13	Outlet Protection Stone Fill	CY	\$65	15	\$975
Site Restoration					
14	12-Foot Diameter Pipe Arch Culvert Including Delivery	LS	\$8,841	1	\$8,841
15	AC Pavement Repair	SY	\$80	50	\$4,000
Construction Subtotal					\$45,096

20% Contingency	\$9,019
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Project Total	\$54,115
----------------------	-----------------

The construction estimates from the bid above were lumped into the relevant categories in the Capital Grant application. An extra \$10,000 has been included for the materials and installation of the baffles on the 262nd St. culvert, a much smaller construction project. Because no earth moving is required for the baffles project, the permitting requirements are much smaller.

1900 SE Milport Road, Suite B Milwaukie, OR 97222 503-652-7477 www.jcwc.org

Please note that the estimate for the baffles is \$2,000 higher than it was in the Letter Of Interest.

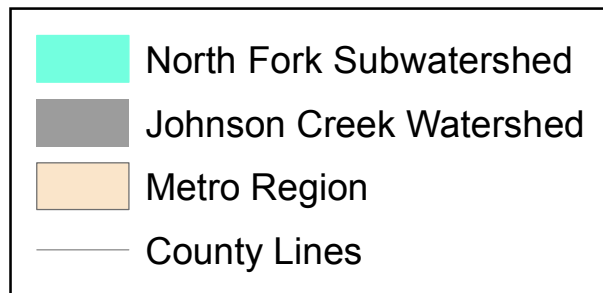
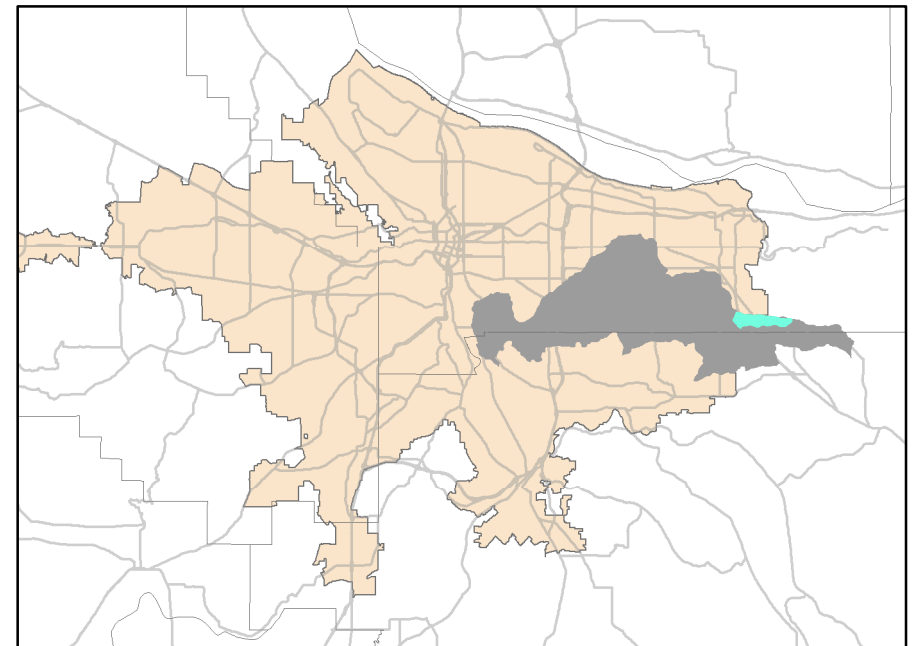
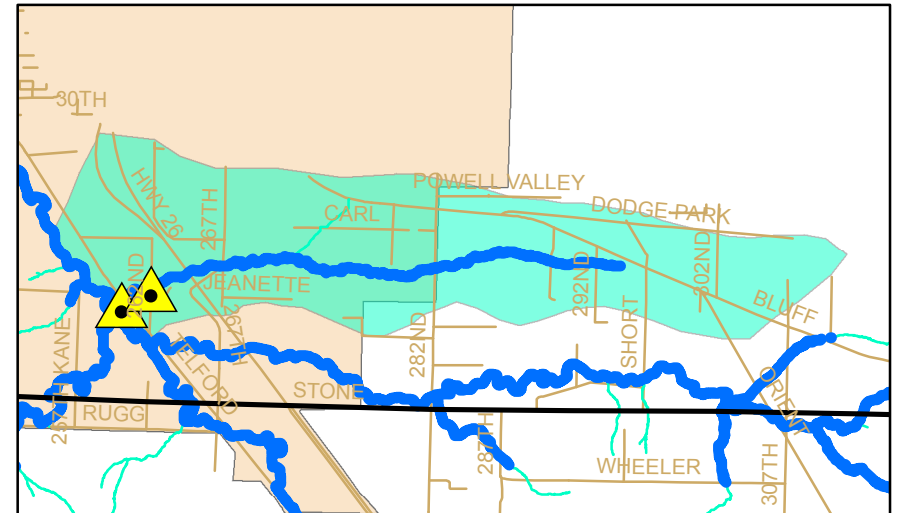
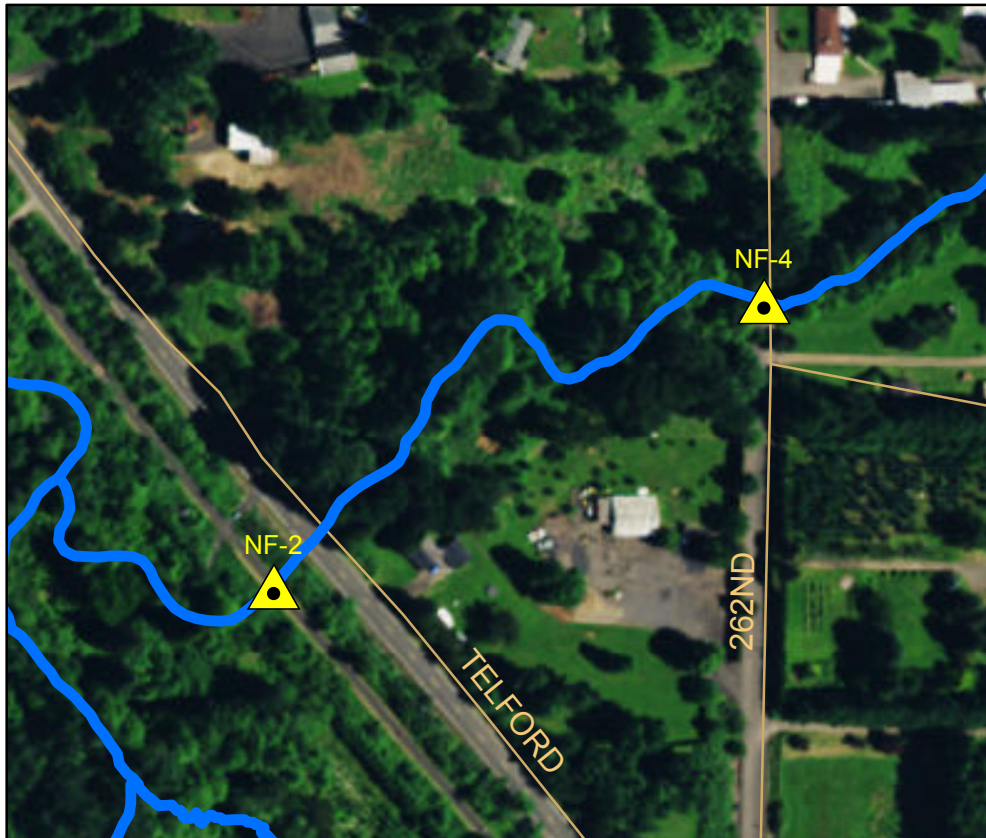
The mobilization cost includes moving heavy equipment to and from the site and the extra cost of flaggers and cost to the contractor of moving an oversized load. The 20% contingency includes traffic rerouting on the Springwater Trail (we don't know yet how long the construction will take) and potential for rising materials costs.

Culvert replacement projects have several construction tasks, which are separated in the budget form: 1) Removing the culvert, which requires excavation, measures to prevent sediment from reaching the creek; 2) Dewatering the construction channel and creating a temporary bypass of the stream; 3) Installing the new culvert, which is much larger than the existing culvert. The new culvert will be counter-sunk several feet below grade and filled with larger cobble-sized fill. The goal is that the stream channel at grade will appear as a natural stream channel. The size of the culvert, by federal fisheries standards, must be 1.5 times the active channel width near the culvert.

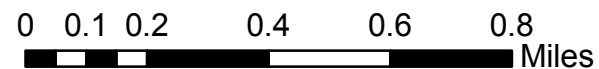
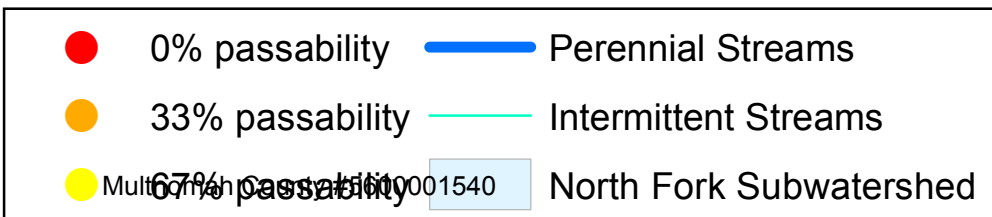
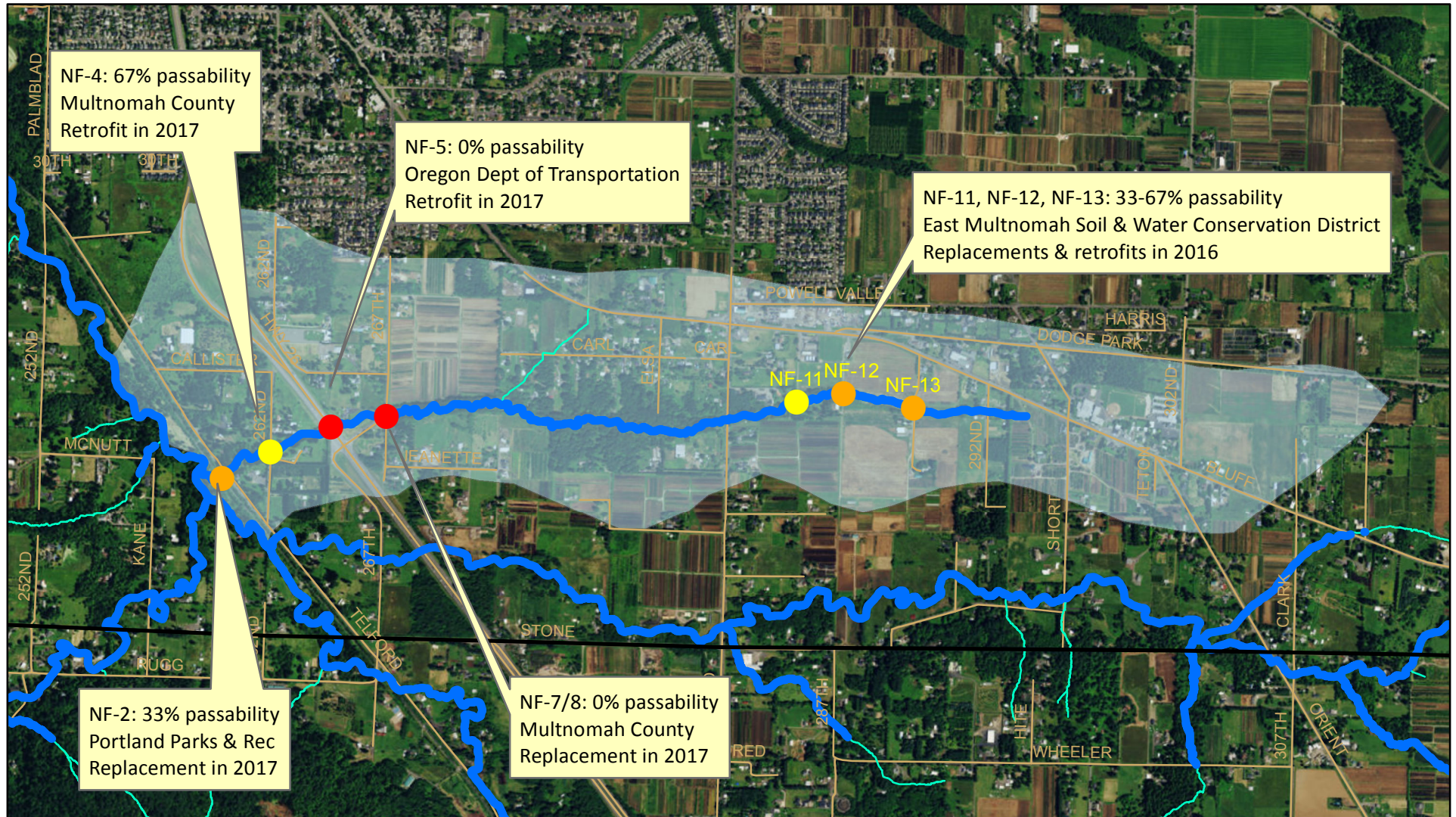
OTHER COSTS

A small amount for travel is included for site visits for the JCWC Project Manager to travel to and from the project site and meetings with permitting regulators. To rehab the construction site, mostly by planting with native trees and shrubs, a \$1,500 line item has been added. Please note that this line item has been increased by \$1,000 from the Letter Of Interest in response to the suggestion from Metro scientist Kate Holleran.

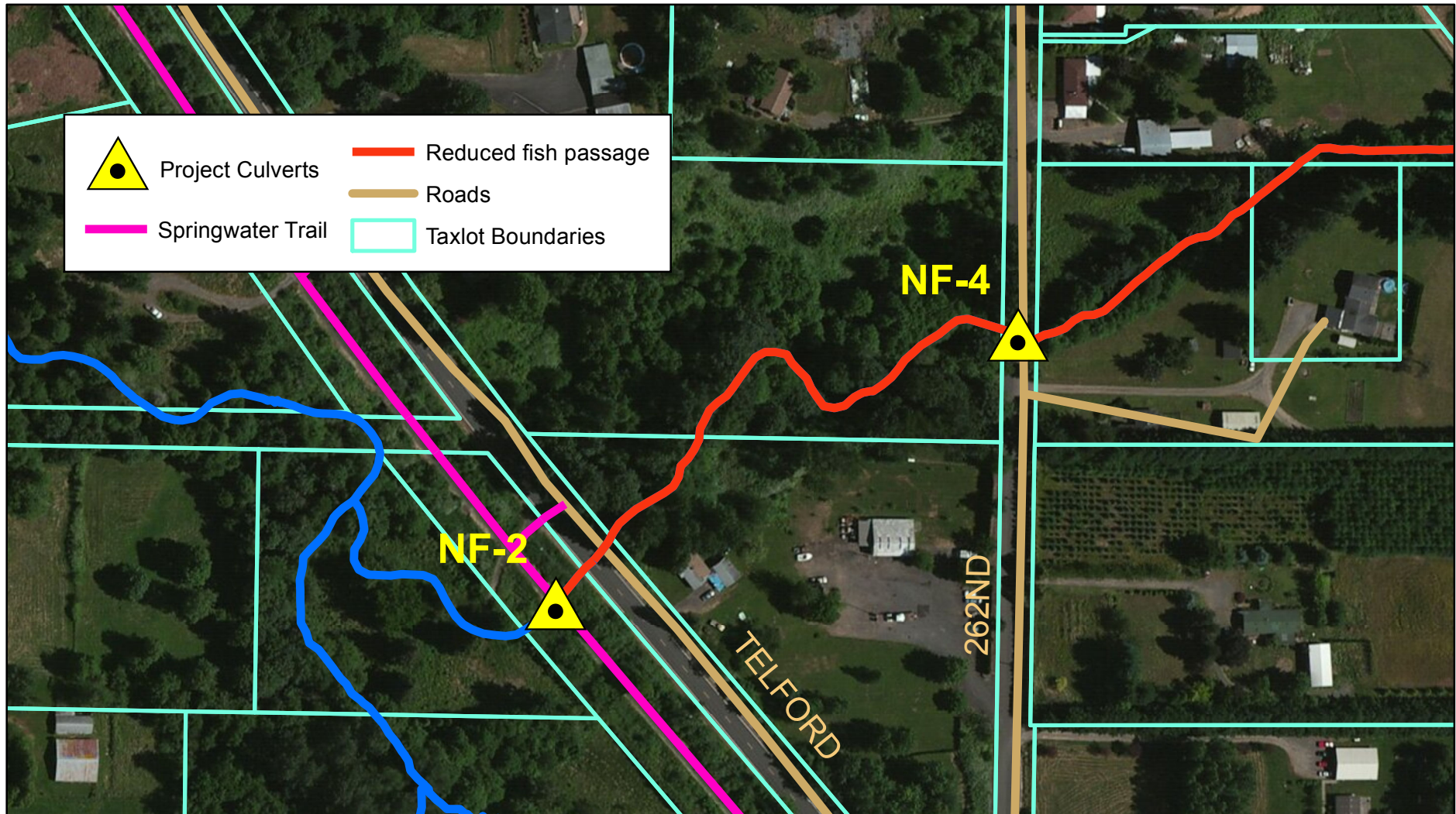
North Fork Johnson Creek Culverts - Vicinity Map



North Fork Johnson Creek Culvert Projects



North Fork Johnson Creek Culverts - Project Map



MULTNOMAH COUNTY, OREGON
APRIL, 2016



SITE MAP

NOT TO SCALE

1	COVER, SHEET INDEX AND VICINITY MAP
2	GENERAL NOTES AND EROSION CONTROL DETAILS
3	EXISTING CONDITIONS AND EROSION CONTROL PLAN
4	PROPOSED CONDITIONS PLAN AND PROFILE
5	TRAFFIC CONTROL PLAN
6	TYPICAL DETAILS

LATITUDE: 45°27'58"N
LONGITUDE: 122°23'43"W

SECTION 23, TOWNSHIP 15, RANGE 3E

WATERBODY: NORTH FORK JOHNSON CREEK
TRIBUTARY OF: JOHNSON CREEK

A rectangular stamp with a double border, tilted slightly. The text "Preliminary" is in a large, bold, sans-serif font, and "Not for Construction" is in a smaller, regular, sans-serif font below it.

			<div> <div>NS</div> <div>BN, LH</div> <div>BN</div> </div>		
			<div> <div>DRAWN</div> <div>DESIGNED</div> <div>CHECKED</div> </div>		
			<div> <div>BN</div> <div>4/15/2016</div> <div>160211</div> </div>		
			<div> <div>APPROVED</div> <div>DATE</div> <div>PROJECT</div> </div>		

JOHNSON CREEK WATERSHED COUNCIL
SPRINGWATER CORRIDOR- NORTH FORK JOHNSON CREEK
CULVERT REPLACEMENT - PRELIMINARY DESIGN



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541.386.9003
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COVER, SHEET INDEX AND VICINITY MAP

SHEET

1 OF 6

USACE IN-WATER WORK PERIODS

WORK SHALL OCCUR DURING THE PERMITTED IN-WATER WORK PERIOD.

ALL EARTHWORK QUANTITIES PROVIDED ARE IN-PLACE QUANTITIES. NO TRUCK MEASURE.

UTILITIES

UNDERGROUND AND OVERHEAD UTILITIES ARE KNOWN TO EXIST IN THE AREA OF CONSTRUCTION. THE LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY OWNERS FOR LOCATIONS AND TO FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE ONE-CALL NUMBER FOR UNDERGROUND UTILITIES IS 1-800-332-2344.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF ALL EXISTING UTILITIES THROUGHOUT CONSTRUCTION.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROMPTLY NOTIFY THE ENGINEER OF ANY CONFLICT WITH EXISTING UTILITIES.

ALL EXISTING FACILITIES, LANDSCAPE IMPROVEMENTS, AND UTILITIES NOT SPECIFICALLY IDENTIFIED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT CONSTRUCTION OR RESTORED AT COMPLETION OF THE WORK.

CONSTRUCTION ACCESS/TRAFFIC CONTROL

THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN INCLUDING PARK FOOT AND BIKE TRAFFIC TO ENGINEER FOR REVIEW. CONSTRUCTION SHALL NOT COMMENCE UNTIL APPROVAL. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR IMPLEMENTING REQUIRED TRAFFIC CONTROL AS REVIEWED AND APPROVED BY ENGINEER.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO, SIGNAGE AND FLAGGERS.

ALL EQUIPMENT, MATERIALS AND PERSONNEL SHALL REMAIN WITHIN THE LIMITS OF DISTURBANCE.

THE CONTRACTOR SHALL KEEP THE WORK AREAS IN A CLEAN AND NEAT CONDITION FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.

ALL AFFECTED AREAS INCLUDING ROADS AND ACCESS ROUTES SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

ALL DISTURBED AREAS OUTSIDE THE LIMITS OF DISTURBANCE SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.

PUBLIC RIGHTS-OF-WAY SHALL BE KEPT IN A CLEAN AND SERVICEABLE CONDITION AT ALL TIMES. IN THE EVENT MATERIALS ARE INADVERTENTLY DEPOSITED ON ROADWAYS THE MATERIAL SHALL BE PROMPTLY REMOVED. MATERIALS ARE TO BE SWEEPED AND REMOVED PRIOR TO ANY STREET FLUSHING.

CONSTRUCTION STAKING

ENGINEER WILL PROVIDE STAKING OF PROJECT LIMITS, CENTERLINE AND TOP EDGE OF CONSTRUCTED CHANNELS, AND ELEVATION CONTROL POINTS. SOME ADJUSTMENTS TO THE LINES AND GRADES ARE TO BE EXPECTED.

CONTRACTOR SHALL MEET WITH CITY OF PORTLAND PARKS TO DEFINE AND MARK LIMITS OF DISTURBANCE PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS ONTO THE SITE.

THE CONTRACTOR SHALL REPLACE DAMAGED OR DESTROYED CONSTRUCTION STAKES AT NO COST TO THE OWNER.

CONSTRUCTION MATERIALS

ANY EXCESS MATERIALS SHALL BE STOCKPILED NEATLY IN AN APPROVED LOCATION OF THE STOCKPILE AND STAGING AREAS. THE MATERIAL SHALL BE REMOVED FROM THE SITE PRIOR TO THE COMPLETION OF WORK.

CONTROL DEWATERING

HIGHLY TURBID OR CONTAMINATED DEWATERING WATER FROM CONSTRUCTION EQUIPMENT OPERATION SHALL BE PREVENTED FROM DELIVERING SEDIMENT TO THE STREAM. DISPOSAL OPTIONS FOR DEWATERING DISCHARGE INCLUDE:

1. SEDIMENT-LADEN WATER MAY BE PUMPED TO AN UPLAND AREA AND ALLOWED TO SHEET FLOW OVER UNDISTURBED GROUND THROUGH EXISTING VEGETATION TO INFILTRATE INTO THE GROUND.
2. USE OF AN APPROPRIATELY SIZED AND MAINTAINED SEDIMENTATION BAG (DIRTBAG) OR OTHER SEDIMENTATION FACILITY WITH OUTFALL TO A DITCH OR SWALE FOR SMALL VOLUMES OF LOCALIZED DEWATERING.

VEHICLE OPERATIONS AND STAGING

THE CONTRACTOR SHALL COMPLETE VEHICLE STAGING, CLEANING, MAINTENANCE, REFUELING, AND FUEL STORAGE IN VEHICLE STAGING AREA PLACED 150 FEET OR MORE FROM ANY STREAM, WATER BODY OR WETLAND.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SPILL CONTAINMENT AND CONTROL PLAN WITH NOTIFICATION PROCEDURES. SPECIFIC CLEANUP AND DISPOSAL INSTRUCTIONS FOR DIFFERENT PRODUCTS. THE CONTRACTOR SHALL STAGE QUICK RESPONSE CONTAINMENT AND CLEANUP MEASURES ON THE SITE, ALONG WITH PERSONNEL TRAINED IN PROPOSED METHODS FOR DISPOSAL OF SPILLED MATERIALS AND SPILL CONTAINMENT.

CONTRACTOR SHALL INSPECT ALL VEHICLES OPERATED WITHIN 150 FEET OF ANY STREAM, WATER BODY OR WETLAND DAILY FOR FLUID LEAKS BEFORE LEAVING THE VEHICLE STAGING AREA. REPAIR ANY LEAKS DETECTED IN THE VEHICLE STAGING AREA BEFORE THE VEHICLE RESUMES OPERATION. DOCUMENT INSPECTIONS IN A RECORD THAT IS AVAILABLE FOR REVIEW UPON REQUEST.

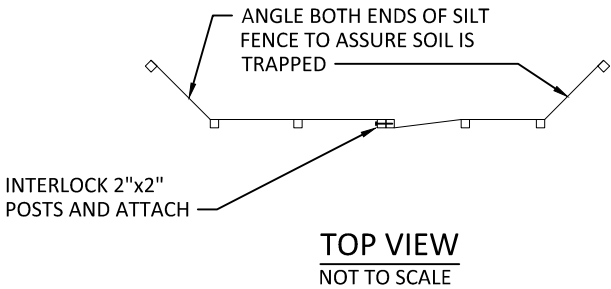
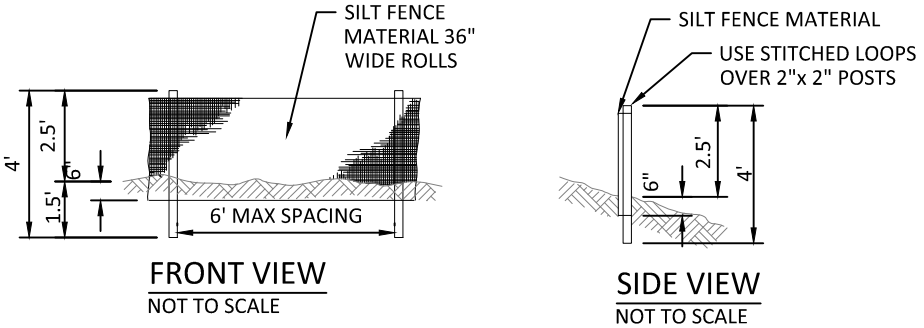
WHEN TRUCKING SATURATED SOILS FROM THE SITE, WATERTIGHT TRUCKS MUST BE USED, OR LOADS SHALL BE DRAINED ON-SITE SO THAT WATER SEEPING FROM THE SOIL CANNOT DRAIN FROM THE VEHICLE. ALL VEHICLES LEAVING THE SITE SHALL HAVE TIRES CLEANED AT A TRUCK WASHING STATION.

BEFORE OPERATIONS BEGIN AND AS OFTEN AS NECESSARY DURING OPERATION, PRESSURE WASH ALL EQUIPMENT THAT WILL BE USED BELOW BANKFULL ELEVATION UNTIL ALL VISIBLE EXTERNAL OIL, GREASE, MUD, AND OTHER VISIBLE CONTAMINANTS ARE REMOVED.

CONTRACTOR SHALL DIAPER ALL STATIONARY POWER EQUIPMENT (I.E. GENERATORS, PUMPS, CRANES) OPERATED WITHIN 150 FEET OF ANY STREAM, WATER BODY OR WETLAND TO PREVENT LEAKS, UNLESS SUITABLE CONTAINMENT IS PROVIDED TO PREVENT POTENTIAL SPILLS FROM ENTERING ANY STREAM OR WATER BODY.

ABBREVIATIONS

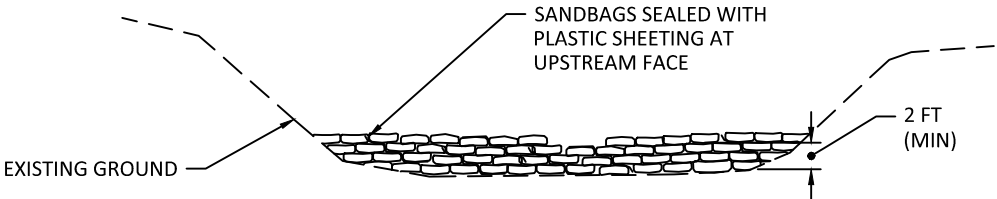
APPROX	APPROXIMATE
AVE	AVERAGE
CL	CENTERLINE
CY	CUBIC YARDS
°	DEGREES
DIA	DIAMETER
ELEV	ELEVATION
ECP	EROSION CONTROL PLAN
FES	FABRIC ENCAPSULATED SOIL
' OR FT	FEET
GIS	GEOGRAPHIC INFORMATION SYSTEMS
HDPE	HIGH DENSITY POLYETHYLENE
" OR IN	INCHES
INV	INVERT
LWD	LARGE WOODY DEBRIS
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
MIN	MINIMUM
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHW	ORDINARY HIGH WATER
%	PERCENT
PVC	POLYVINYL CHLORIDE
STA	STATION
STD	STANDARD
YR	YEAR



2/2 TYPICAL DETAIL - SILT FENCE NOT TO SCALE

SILT FENCES:

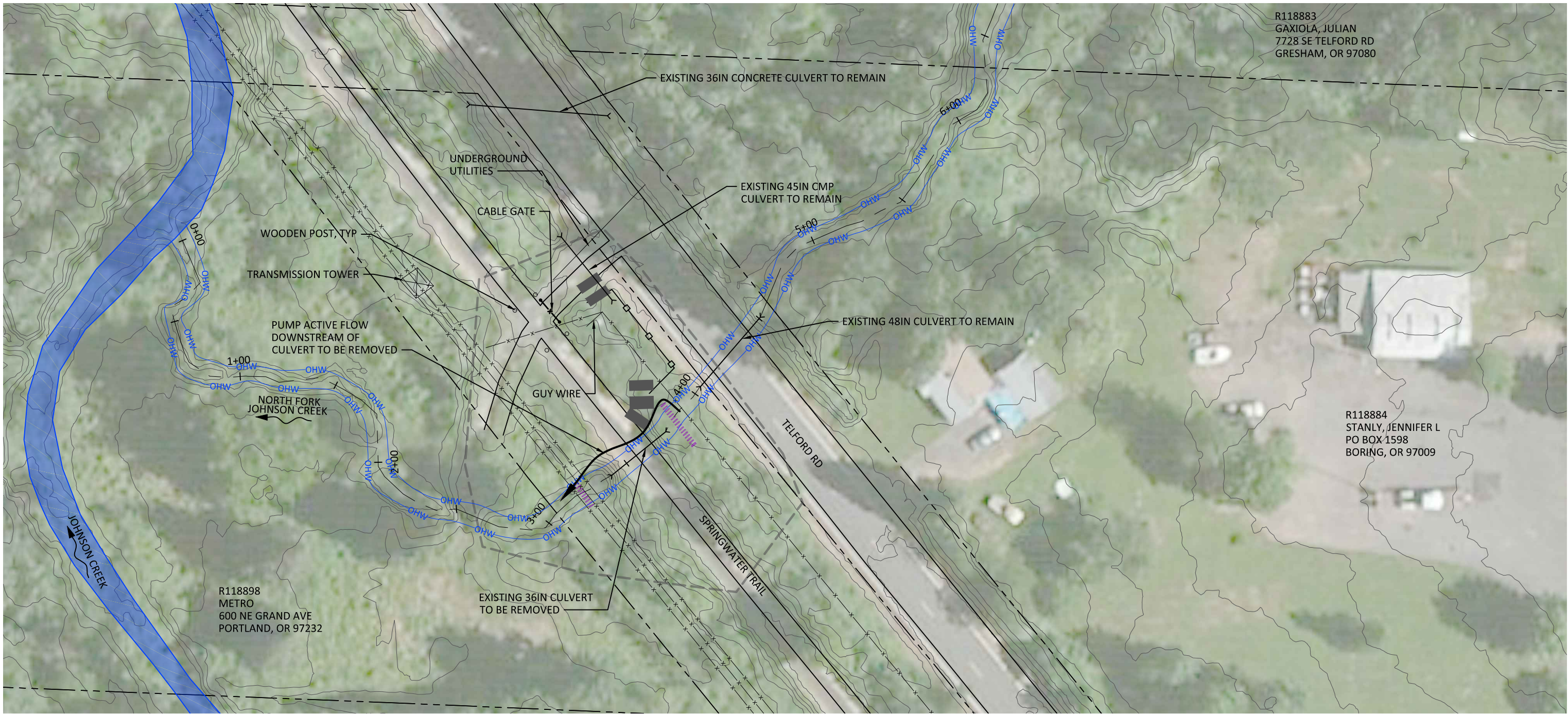
1. THE SILT FENCE SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, SILT FENCE SHALL BE SPliced TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST. ALTERNATIVELY, OVERLAP AND INTERLOCK TWO POSTS WITH ATTACHED FABRIC AS REQUIRED TO MEET APPLICABLE REGULATIONS.
2. THE SILT FENCE IS TO BE INSTALLED AT LOCATIONS SHOWN ON THE PLAN ALONG THE DOWNHILL PERIMETER OF CONSTRUCTION AREAS. THE FENCE POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 24 INCHES.
3. THE SILT FENCE SHALL HAVE A MINIMUM VERTICAL BURIAL OF 6 INCHES. ALL EXCAVATED MATERIAL FROM SILT FENCE INSTALLATION SHALL BE BACK-FILLED AND COMPACTED ALONG THE ENTIRE DISTURBED AREA.
4. STANDARD OR HEAVY DUTY SILT FENCE SHALL HAVE MANUFACTURED STITCHED LOOPS FOR 2 INCHES X 2 INCHES POST INSTALLATION.
5. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY PROTECTED AND STABILIZED, OR AS DIRECTED BY OWNER'S REPRESENTATIVE.



1/2 TYPICAL DETAIL - SANDBAG DAM NOT TO SCALE

Preliminary
Not for Construction

IGA 934482 - Exhibit A - Attachment 1 - Contract 934480 - Johnson Creek Dam - 4/24/16

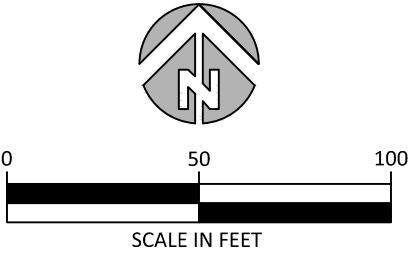


LEGEND

- 1+00 EXISTING CONTOURS (1FT, 2007 LIDAR)
- + NORTH FORK JOHNSON CREEK ALIGNMENT AND STATIONING
- OHW APPROX ORDINARY HIGH WATER
- x-x-x-x OVERHEAD UTILITIES
- - - APPROX TAXLOT BOUNDARY (METRO GIS)
- APPROX EDGE OF PAVEMENT
- > < EXISTING CULVERT

- LIMITS OF DISTURBANCE
- TEMPORARY ACCESS
- TEMPORARY SILT FENCE, SEE 2/2
- TEMPORARY SANDBAG DAM, SEE 1/2

Preliminary
Not for Construction



NO.	BY	DATE	REVISION

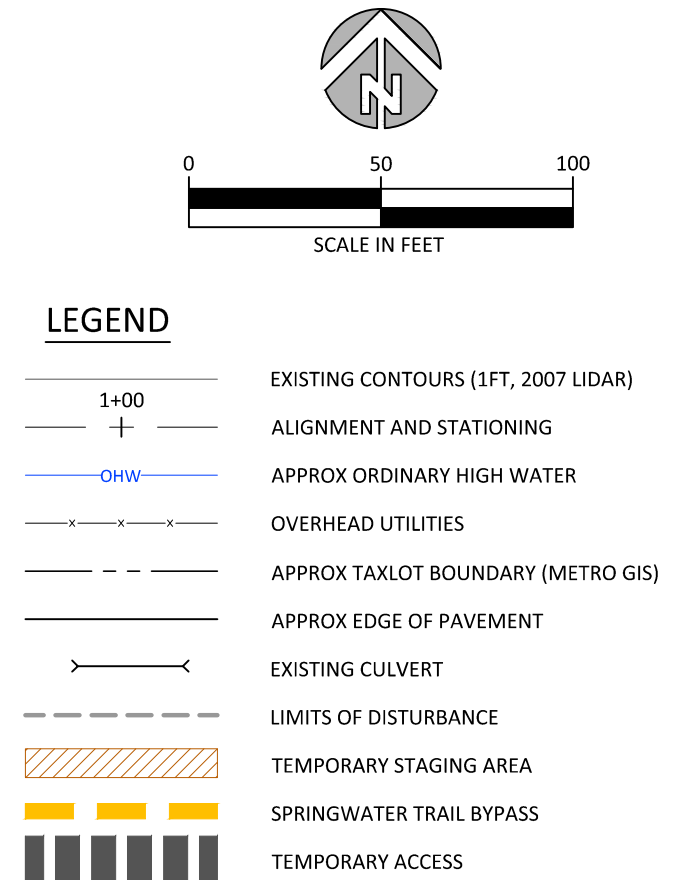
NS	BN, LH	BN
DRAWN	DESIGNED	CHECKED
BN	4/15/2016	160211
APPROVED	DATE	PROJECT

JOHNSON CREEK WATERSHED COUNCIL
SPRINGWATER CORRIDOR- NORTH FORK JOHNSON CREEK
CULVERT REPLACEMENT - PRELIMINARY DESIGN



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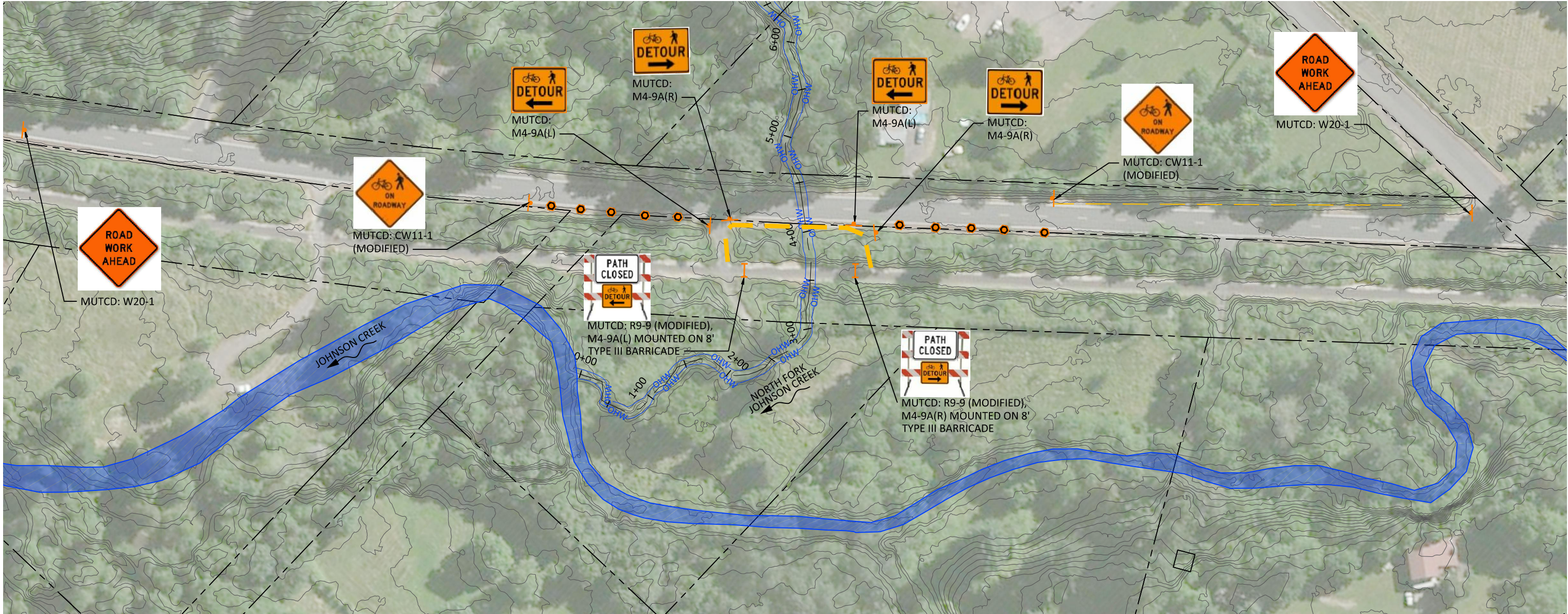
EXISTING CONDITIONS
AND EROSION
CONTROL PLAN



PLAN

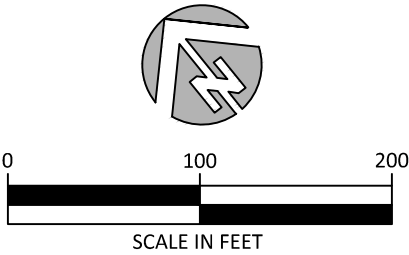
A gray rectangular stamp with rounded corners, tilted slightly to the right. It contains the word "Preliminary" in a large, bold, sans-serif font, and below it, the phrase "Not for Construction" in a smaller, regular, sans-serif font.

			NS DRAWN			BN, LH DESIGNED			BN CHECKED			JOHNSON CREEK WATERSHED COUNCIL SPRINGWATER CORRIDOR- NORTH FORK JOHNSON CREEK CULVERT REPLACEMENT - PRELIMINARY DESIGN			 501 Portway Avenue, Suite 101 Hood River, OR 97031 541.386.9003 www.interfluve.com			PROPOSED CONDITIONS PLAN AND PROFILE			SHEET		
			BN APPROVED			4/15/2016 DATE			160211 PROJECT												4 OF 6		
NO. BY MULTNOMAH COUNTY #5600001540																							



LEGEND

- 1+00 EXISTING CONTOURS (1FT, 2007 LIDAR)
- + NORTH FORK JOHNSON CREEK ALIGNMENT AND STATIONING
- OHW APPROX ORDINARY HIGH WATER
- - - APPROX TAXLOT BOUNDARY (METRO GIS)
- TEMPORARY TRAIL BYPASS
- CHANNELIZER DRUM, SEE 1/4
- TRAFFIC CONTROL SIGN
- TRAFFIC CONTROL BLOCKADE



Preliminary
Not for Construction



NOTE:
CHANNELIZER DRUM TO BE
PLACE ON THE SHOULDER AND
NOT IN THE AUTO TRAVEL LANES.

1/4 TYPICAL CHANNELIZER DRUM
NOT TO SCALE

IGA 934482 - Exhibit A - Attachment 1 - Contract 934480 - Johnson Creek Culvert Replacement - 4/15/2016

NO.	BY	DATE	REVISION
1	M. J. JONES	4/15/2016	DESIGN
2	M. J. JONES	4/15/2016	REVISED
3	M. J. JONES	4/15/2016	REVISED
4	M. J. JONES	4/15/2016	REVISED
5	M. J. JONES	4/15/2016	REVISED
6	M. J. JONES	4/15/2016	REVISED
7	M. J. JONES	4/15/2016	REVISED
8	M. J. JONES	4/15/2016	REVISED
9	M. J. JONES	4/15/2016	REVISED
10	M. J. JONES	4/15/2016	REVISED

NS	BN, LH	BN
DRAWN	DESIGNED	CHECKED
BN	4/15/2016	160211
APPROVED	DATE	PROJECT

JOHNSON CREEK WATERSHED COUNCIL
SPRINGWATER CORRIDOR- NORTH FORK JOHNSON CREEK
CULVERT REPLACEMENT - PRELIMINARY DESIGN



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TRAFFIC CONTROL PLAN

SHEET

5 OF 6



4. CULVERT SHALL BE 10 FEET DIAMETER GALVANIZED STEEL, 12 GAUGE, 3" x 1" CORRUGATIONS.

A gray rectangular stamp with rounded corners and a double border. The word "Preliminary" is written in a large, bold, sans-serif font. Below it, the phrase "Not for Construction" is written in a smaller, regular, sans-serif font.[illegible]

TYPICAL DETAILS



Above: Undersized Springwater Trail culvert, downstream end.



Above: Springwater culvert, upstream end. Steep slope & physical deformation.



Above: 262nd St. culvert, downstream end. Culvert's slope is a velocity barrier.



Above: 262nd St. culvert, upstream end. Inlet is perched.

Note: all photos were taken on 8/28/15, in the driest summer on record for Johnson Creek flows. The North Fork Johnson Creek does not usually go dry!



Oregon

Kate Brown, Governor

Department of Transportation
Highway Division/Technical Services
Geo-Environmental Section, MS#6
4040 Fairview Industrial Dr SE
Salem, OR 97302
Phone: (503) 986-3252
Fax: (503) 986-3249

April 08, 2016

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

Ms. Navarro,

The Oregon Department of Transportation (ODOT) is in the process of contracting with the Johnson Creek Watershed Council to improve fish passage through the Hwy 26 culvert on North Fork Johnson Creek. We have allocated \$66,393 to this project for which the Council will serve as the project manager.

We are encouraged that so many agencies are coming together at this time to address all seven of the culverts that are partial or complete fish passage barriers on the North Fork Johnson Creek.

Although coho salmon juveniles have been documented in the nearby Johnson Creek tributary, Sunshine Creek, they have not been found on the North Fork. Because the available habitat is similar on both tributaries, it is my hope that this comprehensive effort to address fish passage will allow coho to reach the much needed cooler water in the headwaters of the North Fork.

ODOT supports the application of the Johnson Creek Watershed Council to Oregon Watershed Enhancement Board to replace the culvert under the Springwater Trail and to install baffles on the 262nd St. culvert, and we urge you to fund this project.

Sincerely,

William Warncke
Statewide Fish Passage
and Aquatic Biology Leader



East Multnomah Soil and Water Conservation District

April 15, 2016

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

Dear Ms. Navarro:

The East Multnomah Soil & Water Conservation District (EMSWCD) is proud to partner with the Johnson Creek Watershed Council (Council), Multnomah County, Portland Parks and Recreation, and the Oregon Department of Transportation to address multiple fish passage barriers in the North Fork of Johnson Creek. The EMSWCD is a non-regulatory government agency serving over 700,000 local residents. Addressing the health of waterways is core to our mission to help residents care for land and water.

Reducing obstacles to fish passage is a critical part of restoring watershed health in Johnson Creek and is identified as a priority for the Council in their recent ten-year action plan. To help address this issue, the EMSWCD plans to improve water flow and fish passage at three problem culvert sites located on property we own (which serves as a farm incubator and demonstration farm) on the North Fork of Johnson Creek. Every year a variety of visitors, including local farmers, students, the media and elected officials visit our property. After the three culvert sites are improved, visitors will be able to see how farming and fish passage can co-exist. They will also see how cooperation among multiple agencies on an extended stream reach makes fish passage a reality.


To this end, the EMSWCD is committed to spending up to \$316,764 (actual amount determined by the awarded bid price) for an engineered design and construction of our culvert project, which we consider to be match for this sub-watershed scale, multi-agency effort. Construction is planned for summer 2016.

The EMSWCD has also awarded a grant in the amount of \$150,000 to Multnomah County to assist with funding a \$365,700 Multnomah County culvert replacement project on the same reach of the North Fork of Johnson Creek. That project is expected to go to construction in 2017.

As such, we strongly urge you to invite the Johnson Creek Watershed Council to apply for a Nature in Neighborhoods Capital Grant to remove fish passage barriers downstream from our project site. The Council's project will be critical to providing salmonids, especially the ESA-listed coho salmon, access to this entire stream.

Please let me know if you have questions or need additional information.

Sincerely,


Julie DiLeone

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 50964	2. NFWF GRANT ID: 0901.15.050964	
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 101858988	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 10%	
5. SUBRECIPIENT TYPE Non-profit Corporation		6. NFWF SUBRECIPIENT Johnson Creek Watershed Council		
7. NFWF SUBRECIPIENT CONTACT Daniel Newberry Johnson Creek Watershed Council 1900 SE Milport Road Suite B Milwaukie, OR 97222 Tel: 503-652-7477 daniel@icwc.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Zeina Al Taha National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1100 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Zeina.ALTaha@nfwf.org		
9. PROJECT TITLE North Fork Johnson Creek Open Migration (OR)				
10. PROJECT DESCRIPTION Work toward a larger effort of removing seven culverts on the North Fork of Johnson Creek to open fish migration to two miles of rearing and refuge habitat and improve salmonid health. The project will complete designs of the downstream- most culvert in the watershed.				
11. PERIOD OF PERFORMANCE March 28, 2016 to September 29, 2017	12. TOTAL AWARD TO SUBRECIPIENT \$29,392	13. TOTAL FED. FUNDS \$29,392	14. TOTAL NON-FED. FUNDS N/A	
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$684,231		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects the de minimis indirect cost rate that the Subrecipient has elected for which the Subrecipient is eligible pursuant to the Uniform Guidance. The applicable base/modified total direct cost (MTDC) for the rate in Line 4 shall be defined in Section B.4 - Rate Application, of NFWF's Indirect Cost Policy (http://www.nfwf.org/whatwedo/grants/applicants/Pages/indirect-policy.aspx), consistent with the definition of MTDC in the Uniform Guidance §200.68.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL						
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
Bureau of Land Management	FA.A068	May 28, 2015	L08AC15666	\$3,000,000	\$15,153.80	15.231
U.S. Fish and wildlife services	FA.A069	June 30,2015	F15AP00569	\$7,022,000	\$14,238.20	15.663

20. NOTICE OF AWARD			
<p>The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.</p>			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) DANIEL NEWBERRY, EXECUTIVE DIR.		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Eric Schwaab, Vice President of Conservation Programs	
B. SUBRECIPIENT BY <i>[Signature]</i>	C. DATE 1/27/16	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY <i>[Signature]</i>	F. DATE 2/9/16

See Reporting Schedule on the following page.