



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934915

Project: Natural Areas Capital Grants Program

INTERGOVERNMENTAL AGREEMENT
Natural Areas Bond Measure
Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, the City of Portland, located at 1120 SW Fifth Avenue, Portland, Oregon 97204 (“Grant Recipient”).

RECITALS

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

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

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

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



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

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

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

2. Declaration of Capital Project

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



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(b) record the asset created by the Project as a fixed, capital asset in Grant Recipient's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with Grant Recipient's financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

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

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

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

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

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

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



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Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

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

5. Funding Recognition

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

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to January 2019. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

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



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B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

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

8. Joint Termination for Convenience

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

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation



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bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

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



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11. Contractors' Insurance

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

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

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

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

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

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of



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execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

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

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

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

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



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

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

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

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

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

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

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the



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Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

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

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

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(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).

16. Law of Oregon; Public Contracting Provisions

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



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Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

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

Grant Recipient's Designated Representatives:

City of Portland
Ross Swanson
Portland Parks & Recreation
1001 SW Fifth Avenue, Room 2200
Portland, OR 97204
Ross.swanson@portlandoregon.gov

Metro's Designated Representatives:

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



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with copy to:

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

18. Assignment

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

19. Severability

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

20. No Waiver of Claims; Modifications

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

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents.



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Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

City of Portland

Metro

Nike Abbate
Signature

Martha Bennett
Martha Bennett
Metro Chief Operating Officer

Print Name: NIKE ABBATE

Title: PARKS & RECREATION DIRECTOR

Date: 2.12.18

Date: 2/21/18

APPROVED AS TO FORM BY:
APPROVED AS TO FORM

[Signature]
Signature

[Signature]
Hope Whitney
Senior Assistant Metro Attorney

Print Name: CITY ATTORNEY

Title: [Signature]

Date: 1/12/18

Date: 12/6/17



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Scope of Work – Exhibit A

Metro Contract No. 934915

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title: Leach Botanical Gardens
- II. Grant Recipient contact: Ross Swanson
Portland Parks & Recreation
1120 SW Fifth Ave, Room 1302
Portland, OR 97204
503-823-3577
Ross.swanson@portlandoregon.gov
- III. Budget at time of award
 - Total cost of project: \$5,491,000
 - Grant award \$ 188,000
- IV. Project location: 6704 SE 122nd Ave, Portland, OR 97236
- V. Scope of Work
This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro’s Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) 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.

Project Deliverables

- Deliverable 1: Completion of design and bid documents and securing permits.

Documentation of expenses associated with Professional Services and agency staff time that will be counted toward the matching requirement of the grant.

Expected date of completion: August 2018
- Deliverable 2: Construct garden improvements consistent with Attachment 1
Documentation of expenses associated with the installation of these elements, including professional services is required.

Expected completion date: Fall 2018



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Scope of Work – Exhibit A

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Publicity

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

VI. Reporting Requirements:

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

I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of one hundred eighty-eight thousand and 00/100 dollars (\$188,000). 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.



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Scope of Work – Exhibit A

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

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

- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net 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: Demonstrate Grant Recipients commitment to long-term maintenance of the improvements, including the pollinator garden. A description of on-going maintenance activities and results will be provided.

Success Indicator 2: Demonstrate the community's engagement in the project's design and sense of ownership in the site. The Grant Recipient will document Leach Garden Friends participation in project design, fundraising and programming of the site.



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Scope of Work – Exhibit A

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ATTACHMENT 1
GRANT APPLICATION

Attachment 1 to Scope of Work Contract 934915

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	Leach Botanical Garden Project Improvement
Project's location/site address or other location information	Leach Botanical Garden, 6704 Southeast 122nd Avenue, Portland, OR 97236
Applicant Organization	Portland Parks & Recreation (PP&R)
Is organization a 501(c)(3)? If yes, what is the EIN?	Yes, 93-6002236
Is organization the government agency that will own the project?	Yes
Contact Person	Shelly Hunter, Development Manager
Address	1120 SW Fifth Avenue, Suite 1302
Phone	503.823.4131
Email	Shelly.Hunter@portlandoregon.gov
Public Agency (if different from applicant organization)	
Contact Person	
Address	
Phone	
Email	
Project Summary	The Leach Botanical Garden project reflects the City's commitment to providing safe natural places, using programming in underserved neighborhoods, and bringing together community residents to plan for more equitable access to parks infrastructure. Metro's NIN funding would support the creation of two habitat spaces.
Category Under which program category does your project best fit? (Select one only).	<input type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input checked="" type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
Funding	Amount requested: \$450,000 Match funds: \$4,837,400 In-kind match: \$0.00 Total program budget: \$5,491,000



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

July 29, 2016

Metro
Nature in Neighborhoods Grant Committee
600 NE Grand Avenue
Portland, OR 97232

Dear Committee Members:

Attached is Portland Parks & Recreation's (PP&R) Capital Grant proposal for improving equitable access to natural spaces in East Portland.

The expansion of access to natural areas is a priority that METRO shares with PP&R. Since the Bureau's inception, PP&R has nurtured a vibrant parks system, creating the safe places, facilities, and programs that encourage our community's residents, particularly its youth, to integrate play and natural spaces into their daily lives.

Improvements at Leach are directed by several existing planning documents – the 2012 Leach Botanical Master Plan and the East Portland Action Plan, both of which were developed with public involvement. The proposed project also addresses METRO's *ReGreen* priority by enhancing equitable access to natural areas in East Portland, an area that lacks parks infrastructure. The impact is immediate, with annual attendance expected to grow to 32,000 participants as result of the site improvements.

A range of partners, including Leach Garden Friends and the Audubon Society of Portland, among others, are committed, along with PP&R, to ensuring the project's success. The Bureau's investment is significant; it will provide a project manager to support design and construction in addition to absorbing ongoing site maintenance costs.

If the proposed project is funded, PP&R will enter into an agreement with METRO. The Bureau will record and capitalize improvements as a fixed asset in our audited financial system upon the project's completion. The accounting treatment will be consistent with the recording of similar transactions. Thank you for considering our proposal.

Sincerely,

Mike Abbate
Director, Portland Parks & Recreation

Administration
1120 S.W. 5th Ave., Suite 1302
Portland, OR 97204
Tel: (503) 823-7529 Fax: (503) 823-6007

www.PortlandParks.org
Amanda Fritz, Commissioner
Mike Abbate, Director

Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.



1. ***Project Background***

Site Description & Use

Formerly a private estate, Leach Botanical Garden is located a quarter mile southeast of SE 122nd Avenue and Foster Road – and bounded on its northern extremity by SE Claybourne Avenue and by SE 122nd Street on its south. Several points of entry exist at the site, including the gate on SE 122nd Avenue, the intersection of SE Claybourne Street and SE 122nd Avenue and from the cul-de-sac at SE Cooper Street. The Garden occupies a diverse landscape including: upland habitat; native and non-native deciduous trees; as well as a forest of fir, cedar, and other coniferous trees. A wide riparian bench along the north bank of the Johnson Creek leads to a plateau in the north that gives way to a sometimes-steep hillside.

Portland’s only public botanic habitat is not fully ADA compliant, which significantly impacts the public’s ability to access the site. Nationally, botanic gardens are shifting from a focus on building collections and academic research to a consideration of ecological and environmental stewardship. Redevelopment of an ADA non-compliant site clearly expands access to natural spaces, and opens environmental educational opportunities for the residents of Powellhurst-Gilbert and Pleasant Valley neighborhoods.

Need & Background

The Garden rests on the cusp of two residential East Portland neighborhoods – Powellhurst-Gilbert and Pleasant Valley. East Portland is an area within the City that demonstrates an accelerating pattern of population growth and demographic diversity. A clear need for amenities exist: 2,080 households live within ¼ mile area of the Garden.

The agreement between Portland Parks & Recreation (PP&R) and Leach Botanical Garden Friends (Friends) establishes a public-private partnership. The Friends administer operations, program development, and fiscal management functions. The City considers annual financial requests for operating expenses, capital improvements, and maintenance of facilities. The agreement provides a framework for the Friends to take a direct hand in building a “sustainab[ly]” administered organization that leverages public funding with non-municipal investment. In keeping with the agreement’s dictates, the partners are sharing roles in the project – the Friends are handling fundraising, partnership development, and public involvement functions while PP&R assuming fiscal management and project management functions.

The completion of several planning documents, including the 2010 Master Plan, the 2009 East Portland Action Plan, and the Lents Plan, establish project need. The 2010 Master Plan identified project goals: to create a world class destination space for the conservation of Pacific NW specimens; to engage community members of all ages and abilities in garden design; and to develop a diverse revenue stream to support capital improvements and sustain operations. Additionally, a public involvement process, conducted between April and September 2015, culminated in various stakeholders contributing feedback that informed the selection of the final design concept.

PP&R described East Portland, an area that includes the Garden, as parks deficient in Vision 2020, the organization’s Master Plan. Upper garden redevelopment assumed a priority, even when it was clear that public resources were not sufficient to realize the entire Master Plan. The partners elected to proceed with a

METRO NATURE IN NEIGHBORHOOD proposal

phased approach that was informed by feedback gathered during the public involvement process. In 2014, the City committed \$1 million of Parks funding. By 2015, the Friends secured up to \$1.89 million commitment from the Portland Development Commission. The Friends initiated a capital campaign to raise \$1.25 million dollars, the first of the non-profit's history, which closes in June 2017 and has secured 40%. Additional, non-municipal funding was required to complete phase I.

Scope

This proposal discusses improvements in the upper garden space, and incorporates several elements (See Attached Design Concept):

1. **Pollinator and Habitat Garden**, 12,000 square foot in size, creates a sustainable garden space in which native and non-native perennials, bulbs, and ephemerals and flowering shrubs flower year round. The site will function as an education space in which the public can learn about sustainable gardening principles and the meadow ecology that exists in temperate climates. METRO funds allocate to this project element.
2. **Woodland Hillside Garden**, 15,000 square foot in size, creates a garden of native fauna by adding a native plant collection to an existing stand of mature native conifers. Once established, the area will serve as an educational space in which the public can learn about forest restoration, succession, as well as other management concepts. METRO funds allocate to this project element.
3. **Aerial Tree Walk**, situated thirty feet above the forest floor, the circular walk will start and return to the fireplace terrace, loop the northwest forest canopy, and create a dynamic context in which to view the Woodland Hillside Garden. As a completely ADA compliant feature, this walk is an inclusive feature that allows persons of all ages and abilities to experience the forest close at hand.
4. **Public Gathering Space**, 5,000 square feet of lawn space at the northeast corner of the Pollinator Garden, creates a multi-use space to accommodate gatherings, small performances, and educational activities. The **Fireplace Terrace**, occupies 1,360 square feet, between the *Pollinator* and *Woodland Gardens*.
5. A **Pedestrian Pathway System**, revitalizes existing paths, replacing them with an ADA compliant network that mixes hard and soft surfaces. Additionally, the new pathways address the public's ongoing concern about site's ADA challenges while complying with current regulations for sustainable trail standards. A **Garden Entryway** will establish a formal entrance from SE Claybourne Street off of SE 122 Avenue.
6. **Garden and Site Infrastructure** upgrades, including irrigation, fencing, and anticipated code compliance improvements will allow the continued operation and maintenance of the botanic garden.

Key ReGreen Criteria

1. **How does the project enhance people's ability to interact with nature?**

Vision 2020, PP&R's strategic plan, directs the organization to "improve access and visibility into some parks" in addition to providing direction that the organization should "provide sufficient Park ... in developing high density areas."

Survey respondents and the Parks Accessibility Advisory Committee (PAAC), identified accessibility as a key concern in the garden's development. The trail slope of the Garden pathways is currently higher than the

maximum 8.333%; and the path is narrow, ill defined, impacted by vegetation, and constructed from dirt. A key point of this project is the successful resolution of those issues through the creation of the **Aerial Tree Walk** and the **Pedestrian Pathway System**, a structured system of accessible pathways. PP&R will provide two systems of accessing the site that are fully ADA compliant. The trails are permeable, pedestrian pathways on which two persons, walking abreast of one another, can explore the garden. The new paths will fit the site's contours and use the wayfinding elements to orient the visitors to collections, gardens, and gathering spaces.

2. How does the project's location strengthen historically underserved communities' ability to experience nature within a given community?

Clear need exists for equitable access to habitats for the 2,080 Powellhurst and Pleasant Valley households living in close proximity to the park. These two neighborhoods grew to house 33,362 residents in the last ten years. 30% of these neighborhood's residents are people of color; and where only 13% of these neighborhood's residents live within walking distance of a park – this figure falls well below the regional average of 49%.

Natural area and park acreage is limited in the area: Foster Floodplain, a natural area, is 63 acres; Gilbert Primary Park, a developed park, is 4.39 acres; and Playhaven, a developed park, is 3.17 acres, for instance. Other natural spaces exist – Clatsop Butte or Springwater Corridor – but none utilize the outdoor space as a setting for botanic and horticultural learning. A revitalized Garden is a vital step towards a more vibrant and livable East Portland neighborhood, wherein access barriers to nature (i.e., geography, socioeconomic status, or age) and residents accrue the positive impacts on well-being and overall health. In fact, the project will transform the garden into a destination space for environmental education and active observation of nature.

3. How does programming, events, or outreach strengthen the communities' ability to interact with, learn about, and appreciate nature? How does the design support this use?

Phase I development responds to non-profit (i.e., Audubon Society among others) request for **Public Gathering Space, Fireplace Terrace, and Pollinator and Habitat Garden**, for educational and public gathering spaces. The Friends are also exploring how institutions of higher learning – University of Portland, PSU, NCNM, & OSU— can expand their use the Garden's improved collections as an environmental education site.

Programming will open these collections and spaces for ecological/environmental stewardship education activities. In fact, the Upper Garden has a dynamic topography with a wide variety of habitats, ranging from hillside forest to open meadows for neighborhood residents to learn in and to experience.

Maximize Visitor Safety. The completed project expands equitable, safe access to natural spaces for all ages and abilities in East Portland, a parks deficient area. Currently, the Friends produce/present 100 annual events, and visitation grew 16.67% between FY11 and F13.

Access and circulation improvements would expand the Garden's capacity to program. The improvements will create accessible routes between park amenities (i.e., to the **Pollinator** and **Woodland Gardens**) and the site's educational venues (i.e., the **Aerial Tree Walk, the Terrace, and the Event Lawn**). The educational venues can absorb crowds of varying sizes – the **Tree Walk** can absorb 40 persons at any one time and the Event Lawn can absorb 200 at any one time.

METRO NATURE IN NEIGHBORHOOD proposal

Additionally, an examination of visitation patterns at the eight comparable facilities in the region suggested that improvements would expand the audience significantly. PP&R estimates that annual attendance could grow from 12,000 to 33,000 participants.

Restore Habitat. The Garden, like other natural areas with tree canopies, is incredibly important to neighborhood livability. In a rapidly developing and diverse area, the Garden will provide an ecosystem that supports air purification, temperature mitigation, and stormwater interception.

The existing hillside garden has become a monoculture that the project will enhance to create a more diverse habitat. The **Woodland** and **Pollinator Gardens** will not only include specimens from all over the world, but also continue to house the rare, Pacific Northwest specimens that are currently in its collection. Plant collections will focus on Pacific NW and Southeastern US flora, as is consistent with the Friends' mission to preserve the legacy of the Leach family, who spent many years establishing the initial garden space.

The 2010 Master Plan indicates that habitat restoration and access improvements are key to building the Garden into a regional destination. By extension, it would double the Garden's ability to deliver hands-on experiential learning activities, a goal set by the 2010 Master Plan.

Community Engagement

PP&R and the Friends have agreed that the latter will direct the public involvement process, with support from and the involvement of PP&R's public involvement staff. They established the following objectives for the process:

1. Better understand the level of awareness about Leach Botanical Garden among the people in East Portland;
2. Identify ways in which Leach Botanical Garden can provide value within its mission to the diverse communities of East Portland;
3. And, increase the perception of Leach Botanical Garden as a valued community cultural asset.

The Friends initiated an extensive community engagement process that began in April 2015. Public opinion on the potential design was gathered through an extensive outreach process, including:

- Posting a direct mail piece to the 2,080 households within a ¼ mile walking distance;
- Leaving fliers at 120 households in close proximity to the park;
- Placing full page advertisements, translated into Spanish, English, Vietnamese, and Russian in the East Portland News (i.e., distribution: 50,000);
- Employing 3 cultural ambassadors (i.e., representing Spanish, English, and Vietnamese groups) to collect surveys regarding potential uses in each of those aforementioned languages;
- Attending 44 meetings with neighborhood associations, business groups, and non-profits;
- Meeting with the appointed project advisory committee that steered the process to solicit feedback;

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- And maintaining a website detailing the progress of the design process.

The Friends crafted and distributed stakeholder surveys, which were circulated in the three most prominent language groups in East Portland. Distribution typically occurred digitally, through the Friend's site, and through door-to-door contacts at a targeted area. The tool would invite the public to weigh in on project impacts, including the potential effects of expanded participation levels on the surrounding community; or the mechanisms by which PP&R could mitigate those impacts for instance.

The public involvement process hinged on the design team presenting two designs that responded to public input about the aforementioned criteria. The initial design concept was reviewed and accepted without additional recommendation by Parks Accessibility Advisory Committee, which will continue to review design at key stages. Since its formation, this volunteer group has examined Park's functions – park design, park renovation, program delivery, and more recently hiring practices – to determine the organization's success at building an inclusive environment for persons living with cognitive and physical challenges.

Ultimately, the public involvement process engaged thousands of community members, including 1,262 people of color and persons of all abilities. The final design was selected through a public voting process in September 2015.

Throughout the permitting process, the public involvement process will continue, with the Friends managing that work. Post development, the Friends will continue to use these outreach strategies, which include messaging through a multiple media mix, to broaden participation. That process is a comprehensive and inclusive one, and will continue as PP&R moves towards the creation of this park asset.

Partnerships

The project is driven by the deep engagement of various stakeholders, including non-profits, government agencies, and community-based organizations. Site improvements will involve the following partners in realizing project success:

1. Leach Garden Friends: The non-profit group is responsible for fundraising, public involvement and relationship management while routine site maintenance and inspection fall to PP&R. For thirty years, the organization has filled those functions successfully, as the sites on-site steward and tenant. David Porter, the group's Executive Director, will participate in the design and construction phases of this project.

2. Johnson Creek Watershed Council (JCWC): A site user, the JCWC provides roughly five on-site activities, annually, including stewardship activities, trails and grounds maintenance, paddling and walking excursions and educational presentations/workshops. The Council's designated representative will participate in design and program development phases of the project.

3. Audubon Society of Portland: The group, which has a field office at the site, offers science education programming focusing on the watershed and riparian habitat and health, botanic species identification, and native fauna. Annually, at least 50% of its programming targets underserved audience segments, like presenting on-site classes in fungi cultivation to engage the area's Russian speaking community. Gladys Ruiz,

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the Society's Program Manager, will participate in design and program development phases of the project.

4. Portland Outdoor School: The group moves K-12 students into outdoors spaces to learn about nature, ecology, the environment, natural resources, as well as flora and fauna. Portland Outdoor School and Leach Garden Friends designed on-site field trips for roughly 90 students last year. 100% of its programming targets youth, and scholarships remove participation barriers. The School's designated representative will participate in design and program development phases of the project.

5. Portland Development Commission: In 2008, discussions between the City & Portland Development Commission (PDC) highlighted the need for substantial improvements, and an investment by PDC funded a new restroom, for example. In fact, the recent commitment from the PDC represents an acknowledgment from that body that site improvements could improve neighborhood livability. The Commission's designated representative will participate in design phase of the project.

Cost-Efficient Ecological Design Solutions

PP&R will use durable materials to maximize the improvements durability and minimize long-term maintenance costs. PP&R will use permeable pavement for the driveway and trail system. Entryway improvements will comply with the City's Stormwater Manual, and provide for the treatment of the stormwater. The **Woodland** and **Pollinator Gardens** will use water efficient landscaping and minimize run-off into Johnson Creek. Native and non-native species are carefully selected to expand a monoculture garden space, thus increasing habitat biodiversity and value.

Multiple Benefits for People and Nature

Through this project, PP&R is intent on building the capacity of its partners to support mission-aligned initiatives. PP&R is working closely with its partner, the Friends. The Friends brings together community residents and stakeholders to plan for more equitable access to parks infrastructure. The organization has evolved a communication strategy, incorporating translated materials and culturally appropriate messaging, that is realizing a more inclusive future for the site.

PP&R will manage construction and design through the City's procurement process, which emphasizes MWESB. City policy affirms a commitment to MWESB. Hence, any subcontracting activities will adhere to our procurement standards of distribution of that information to certified minority and women owned businesses. Currently, the City's goal is to award roughly 35% of its subcontracting to MWESB. To date, 32% of contracts met that standard.

Marked growth and the absence of parks infrastructure continues to exacerbate a well-defined need for accessible natural areas in East Portland. Demographic data make clear that East Portland, the area east of 82nd Avenue, is the fastest growing in the City of Portland. Nearly a fourth of the City's population resides in this area and even higher percentages of school aged youth.

These improvements are consistent with the East Portland Action Plan. The plan pinpoints the absence of parks infrastructure as a major concern.

Project Team

PP&R has a demonstrated track record of developing parks assets with partners. Ross Swanson, a PP&R capitol project manager, will act as the project manager, with David Porter, providing support. Both persons have extensive professional expertise in directing the scope of multi-million dollar capital projects. Through the engagement of a consultant, PP&R will ensure that a leading national consultant provides subject matter expertise in the final design.

PP&R has a deeply experienced team capable of successfully managing additional project support functions including fiscal administration (i.e., PP&R's Finance Director, Jeff Shaffer); community engagement (i.e., PP&R's Public Involvement Manager, Elizabeth Kennedy-Wong); or marketing (i.e., PP&R's Public Information Officer, Mark Ross and PP&R's Graphics Manager, Joan Hallquist), for instance.

In October 2017, PP&R will issue a bid for construction contractors.

Timeline

The attached schedule defines project tasks and delivery dates.

Design

In September 2015, the public involvement process produced the final schematic design and development strategy. Post the selection of the design team, PP&R anticipates the land permitting process taking approximately six months, with PP&R completing final design by August 2017.

Financial Sustainability

There is strong support for the project among partners and other stakeholders. The City is committed to the project's success, a fact underscored by the recent announcement of \$1 million of system development charges to the project. At present, 22.76% of project funds are secured for the project. Project fundraising a shared responsibility between PP&R and the Friends, with both working in a concerted fashion to secure adequate resources to defray project costs.

The proposed project utilizes roughly 40% of the capital campaign monies that the Friends are responsible for sourcing. PP&R is quite confident of their ability to realize the fundraising goal, but offers that this project is not overly reliant on that source.

Maintenance

The agreement between PP&R and Leach Garden Friends addresses maintenance responsibilities. Ongoing maintenance is the responsibility of PP&R, who budgets for those costs. Each site is placed in the portfolio of a zone manager, a PP&R staff person that cooperates with tenants to address maintenance needs.

Project Evaluation and Monitoring

As a part of its public involvement process, the Friends distributed and collected a user intercept survey. The

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survey tool gathered objective data about users (i.e., demographic data); user behavior (i.e., frequency of use); and user's visitation experience (i.e., ease of using facilities). Information gleaned in this process will inform future programmatic and marketing strategies aimed at broadening the Garden's consumer profile. Additionally, the Friends plan to survey annually as a mechanism of assessing public receptiveness to programming and overall user experience. Results are reported to the non-profits executive leadership who subsequently utilize the information in decision-making around resource allocation and metrics.

See revised budget dated October 6, 2017

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
LEACH BOTANICAL GARDEN PROJECT
BUDGET WORKSHEET**

PROFESSIONALSERVICES COSTS

- Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors.
- Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management).
- Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable.
- Agency & non-profit personnel time cannot exceed 10% of the grant request.
- Volunteers specifically doing project installation should be included in this section.

	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants				\$0.00
B. Post-Agreement Costs				
1. Non-profit staff	\$0.00			\$0.00
2. Agency staff- PM/ CM	\$244,000.00			\$244,000.00
3. Consultants	\$300,000.00		\$12,400.00	\$312,400.00
4. Volunteers				\$0.00
Total for Professional Services	\$544,000.00	\$0.00	\$12,400.00	\$556,400.00

CONSTRUCTION COSTS
Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative

	financial match	in-kind match	grant request	TOTAL
A. Enhanced Habitats				
1. Pollinator and Habitat Garden			\$175,600.00	\$175,600.00
2. Woodland Hillside Habitat Garden			\$262,000.00	\$262,000.00
B. Access/ Education Space				
3. Aerial Tree Walk	\$1,250,000.00			\$1,250,000.00
4. Public Gathering Spaces	\$410,000.00			\$410,000.00
C. Site Connectivity and Utilities				
5. Pedestrian Pathway System	\$231,000.00			\$231,000.00
6. Garden Entryway/ Fencing	\$196,000.00			\$196,000.00
7. Garden and Site Infrastructure	\$300,000.00			\$300,000.00
D. General Conditions / Bonds / Insurance	\$748,000.00			\$748,000.00
E. Construction Contingency	\$208,000.00			\$208,000.00
Total for Construction Costs	\$3,343,000.00	\$0.00	\$437,600.00	\$3,780,600.00

OTHER COSTS

F. Escalation / Design, Scope Contingency	\$565,000.00			\$565,000.00
G. Permits	\$208,000.00			\$208,000.00
H. Overhead / Indirect costs	\$285,000.00			\$285,000.00
I. 2% for Art	\$96,000.00			\$96,000.00
Totals for Other Costs	\$1,154,000.00	\$0.00	\$0.00	\$1,154,000.00

TOTAL PROJECT COSTS	\$5,041,000.00	\$0.00	\$450,000.00	\$5,491,000.00
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Budget Narrative – Leach Garden

Post-agreement costs

Post agreement scope of work includes construction documentation through the construction phase of the project. This includes project permitting, bidding and contract award time for staff, consultant and volunteer staff. The assumed time frame for the assumption below would be from March 2016 through project completion October 2018.

- Professional Services Staff - Ross Swanson will supervise the consultant project team from design development through complete construction documents; manage the bidding and contracting process and manage construction. It is anticipated that 40% of his time will be dedicated to the project, over 33 months, and these post-agreement costs will be used as part of the match.
- Professional Services Consultant – Design Contract. PP&R staff anticipate that consultant services will be utilized for construction documentation through construction. These costs will be used as part of the match.
- Construction Costs – As shown on the budget spreadsheet, PP&R anticipates the total construction costs to be \$3.8 million for the capital improvements. We are requesting that \$450,000 be METRO grant funded and the difference being paid as match. Construction costs that are included as METRO grant request are the Pollinator and Habitat Garden (A1) and the Woodland Hillside Garden (A2). Matching construction items for the project are: Access/Education Spaces (B); Site Connectivity and Utilities (C); Contract Conditions and mark-ups (D) and Construction Contingency. The construction costs shown are estimated based on the 2015 Schematic Design for the Upper Garden

Item (D) includes a combination of typical contractor applied mark-ups necessary to administer the work and contract. These include general conditions, overhead, profit, insurance and bonding. When combined, PP&R anticipates that the cost of these items to be approximately \$750,000. Anticipated percentages for all of these items are monitored and calculated for PP&R with the assistance of an external cost consulting firm that tracks industry trends.

Construction Contingencies is anticipated to be around 5% of contract pricing.

Other Costs

Other costs include a variety of costs common to PP&R's capital project work.

Item (F) includes contingencies for a variety of project unknowns and risk factors. These factors may include unforeseen necessary scope additions, design and staff contingencies and a buffer for estimating variability and cost-escalation. Each of these contingencies would be properly reduced or reallocated back into construction scopes, as design and risks are reduced.

The project is currently going through a City of Portland Type III Land-use process and both land-use and building permits are projected to be \$208,000.

Overhead and indirect rates are based on PP&R's current rate of 116.98% of PP&R's project staff time. This rate applies to all capital projects in the bureau.

See revised budget dated October 6, 2017

**Nature in Neighborhoods Capital Grants Match Form
LEACH BOTANICAL GARDEN PROJECT**

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
PP&R	X			X	\$1,000,000.00	System Development Charges
PP&R	X		X		\$900,000.00	System Development Charges
PDC	X		X		\$1,891,000.00	Lent Urban Renewal District
Leach Garden Friends	X		X		\$1,250,000.00	LGF Capital Campaign
METRO NIN Capital Grant					\$450,000.00	Grant Request
Total					\$5,491,000.00	



LEACH BOTANICAL GARDEN UPPER GARDEN DEVELOPMENT

WALL SCHEDULE

WALL TYPE 1 - GREEN SCREEN TRELLIS W/ LANDSCAPE SCREENING, WALLS 6 FT. HT., 4 FT. - SEE GRADING PLANS

WALL TYPE 2 - RAMMED EARTH WALL, 6 FT. HEIGHT

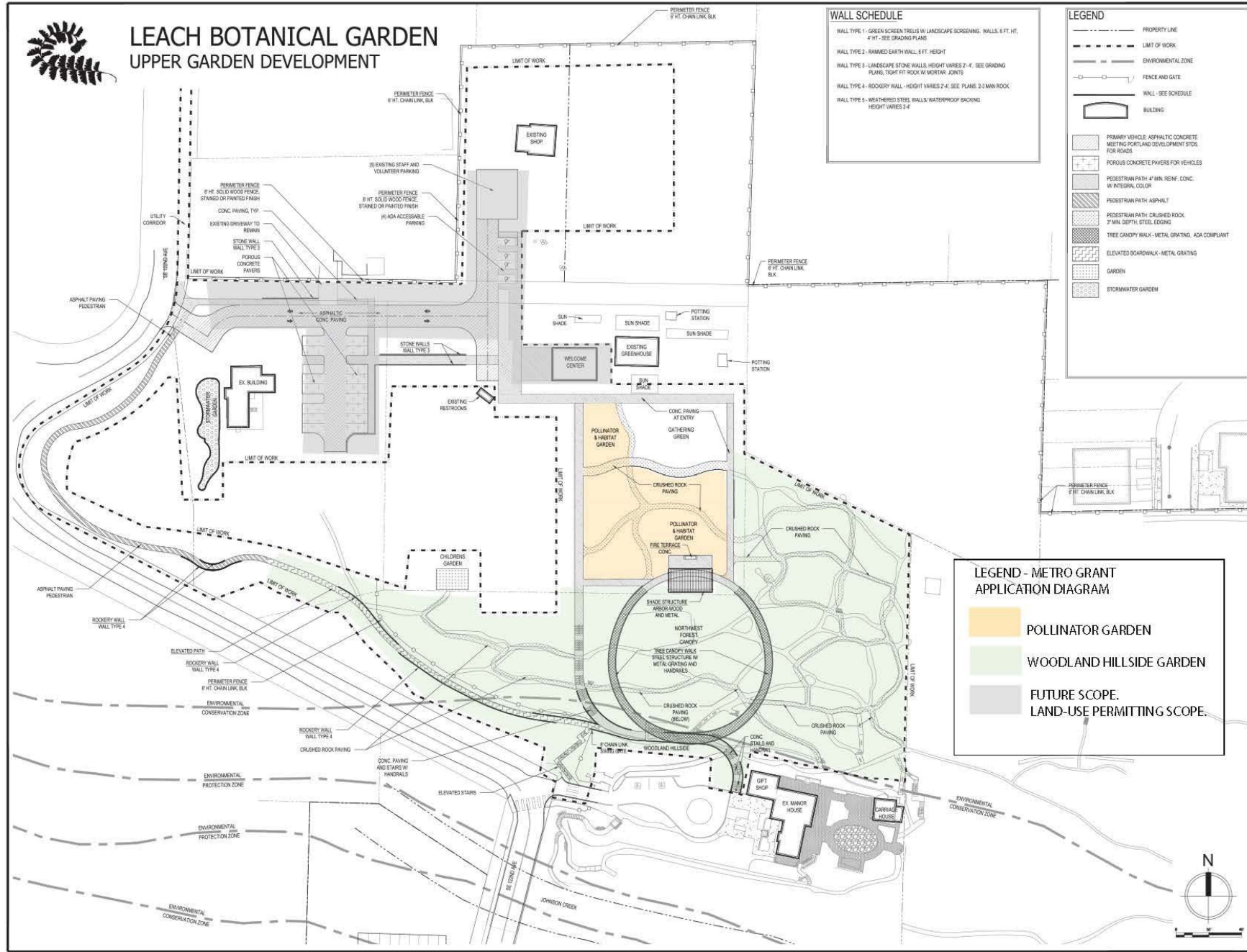
WALL TYPE 3 - LANDSCAPE STONE WALLS, HEIGHT VARIES 2'-4'. SEE GRADING PLANS, TIGHT FIT ROCK W/ MORTAR JOINTS

WALL TYPE 4 - ROCKERY WALL - HEIGHT VARIES 2'-4'. SEE PLANS, 3.3 MIN. ROCK

WALL TYPE 5 - WEATHERED STEEL WALLS; WATERPROOF BACKING, HEIGHT VARIES 2'-4'

LEGEND

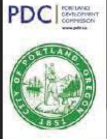
- PROPERTY LINE
- LIMIT OF WORK
- ENVIRONMENTAL ZONE
- FENCE AND GATE
- WALL - SEE SCHEDULE
- BUILDING
- PRIMARY VEHICLE: ASPHALTIC CONCRETE MEETING PORTLAND DEVELOPMENT STDS. FOR ROADS
- POROUS CONCRETE PAVERS FOR VEHICLES
- PEDESTRIAN PATH: 4" MIN. RENF. CONC. W/ INTERNAL COLOR
- PEDESTRIAN PATH: ASPHALT
- PEDESTRIAN PATH: CRUSHED ROCK, 7" MIN. DEPTH, STEEL EDGING
- TREE CANOPY WALK - METAL GRATING, ADA COMPLIANT
- ELEVATED BOARDWALK - METAL GRATING
- GARDEN
- STORMWATER GARDEN



LEGEND - METRO GRANT APPLICATION DIAGRAM

- POLLINATOR GARDEN
- WOODLAND HILLSIDE GARDEN
- FUTURE SCOPE, LAND-USE PERMITTING SCOPE.

PREPARED FOR:
PORTLAND PARKS & RECREATION
 Healthy Parks. Healthy Portlands.



PREPARED BY:
LM
 Filcord Heritage Land Morphology
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 206.441.1120
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DILSON KUNDIG
 CAPITAL Engineering & Consulting, LLC
 Clearwater, FL
 Lancaster Engineering
 Seann Ho Design
 Wheelbrook Planning
 Kase Engineering, Inc.
 Hobbie Engineering, Inc.
 Mehl & Associates, Inc.

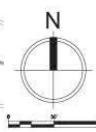
Portland Parks and Recreation
 Amanda Metz, Commissioner
 Schematic Design
 LEACH BOTANICAL GARDEN - UPPER GARDEN DEVELOPMENT
 PROJECT NUMBER: NMR TELEPHONE
 DRAWING NO. 101
 SCALE: 1" = 20'-0"
 DATE: 7/27/2024

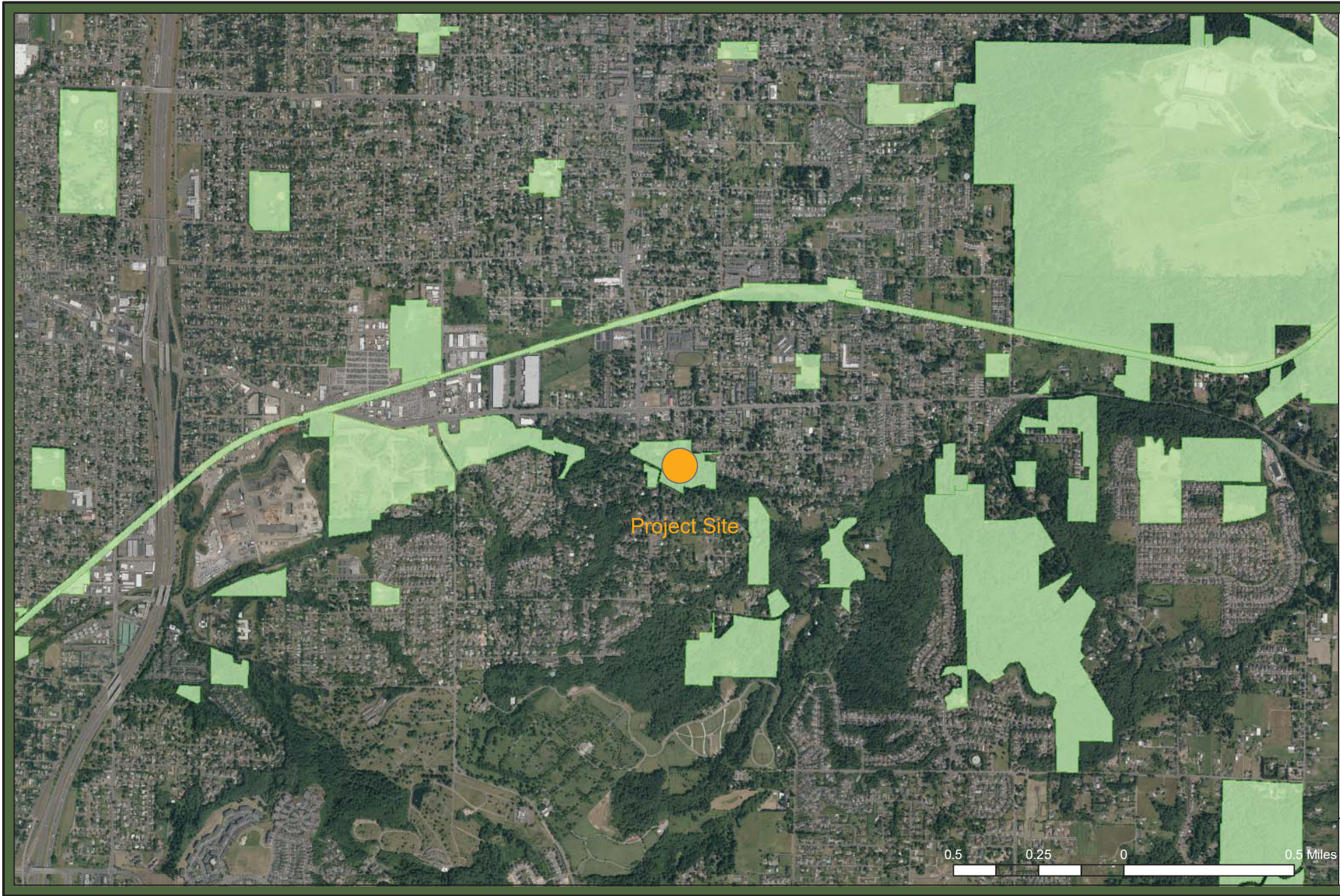
DATE	DESCRIPTION	BY

OVERALL PLAN

L-100

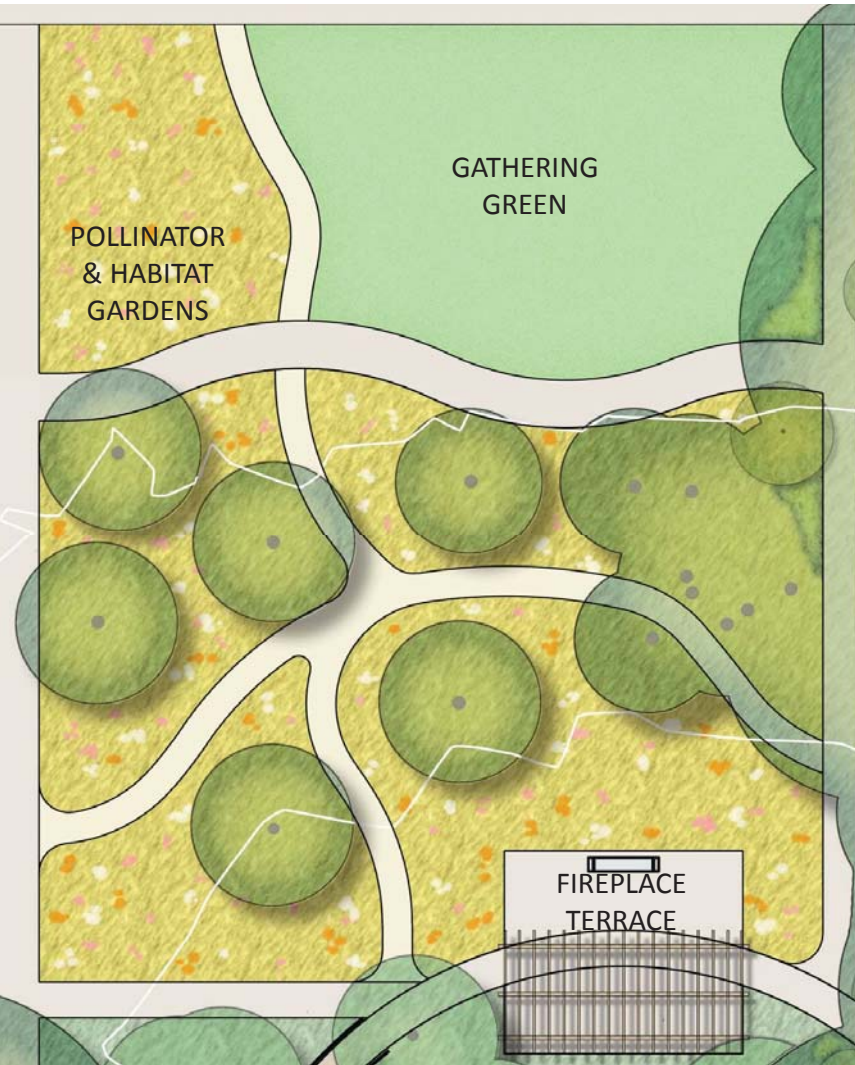
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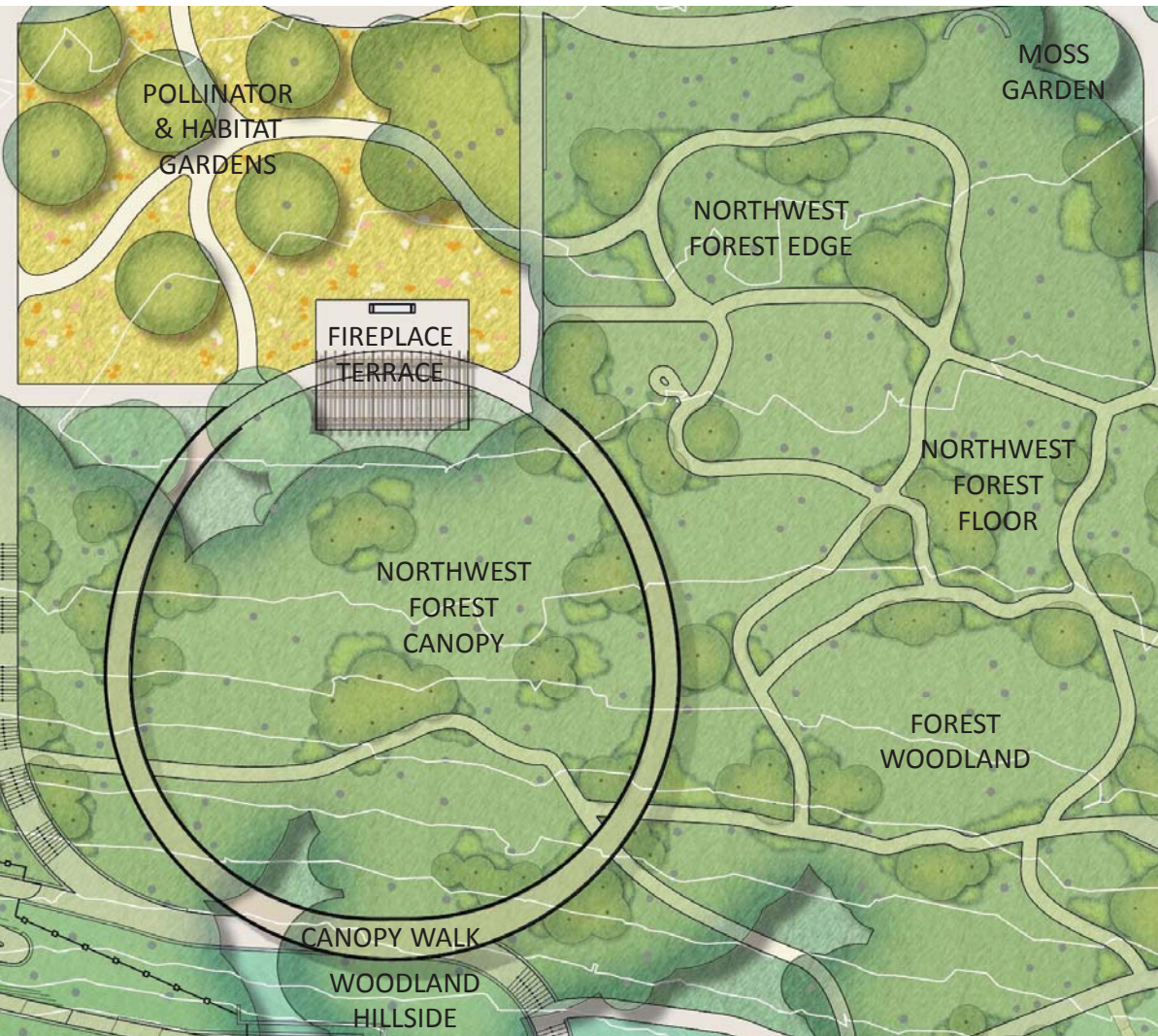
Project Site





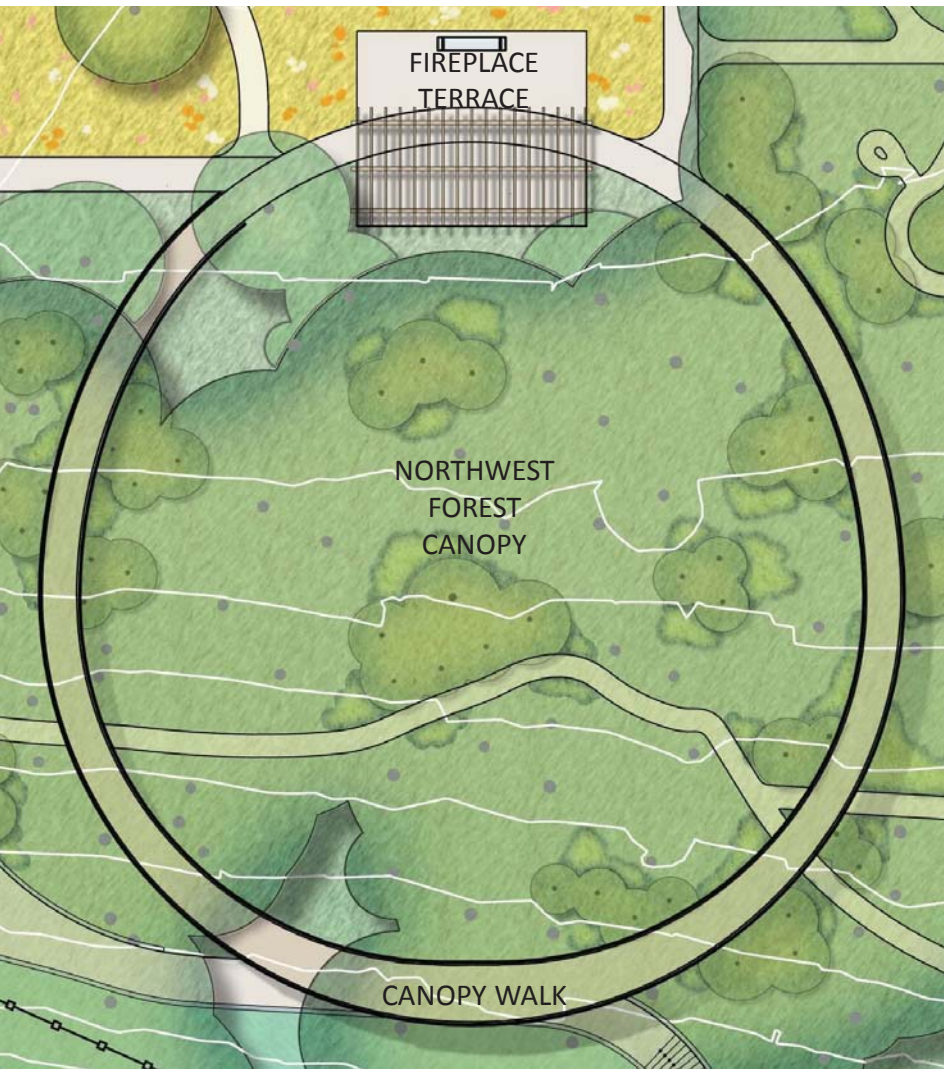
POLLINATOR AND HABITAT GARDEN





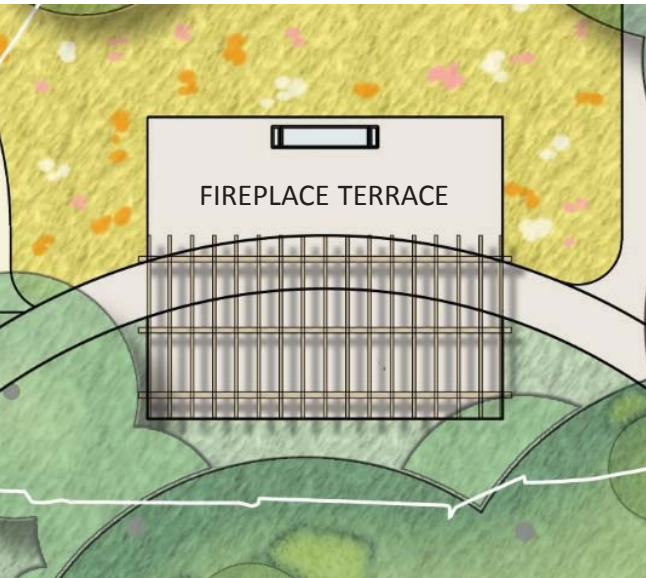
NORTHWEST ECOLOGY- Canopy, Forest Edge & Floor, Woodland Hillside





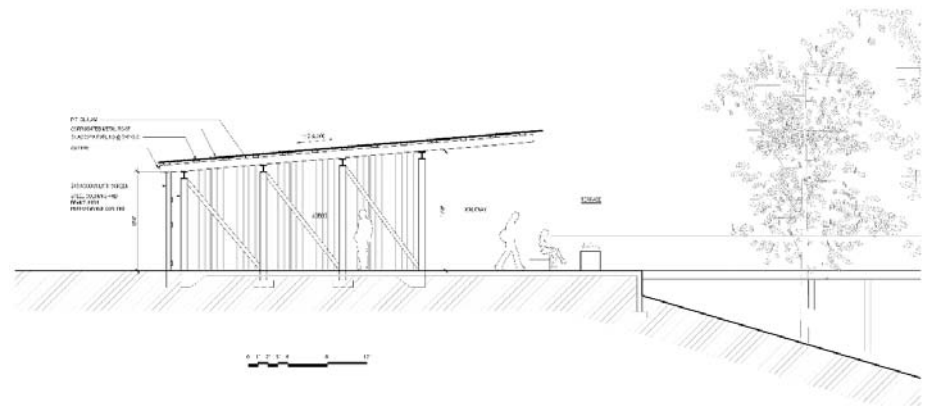
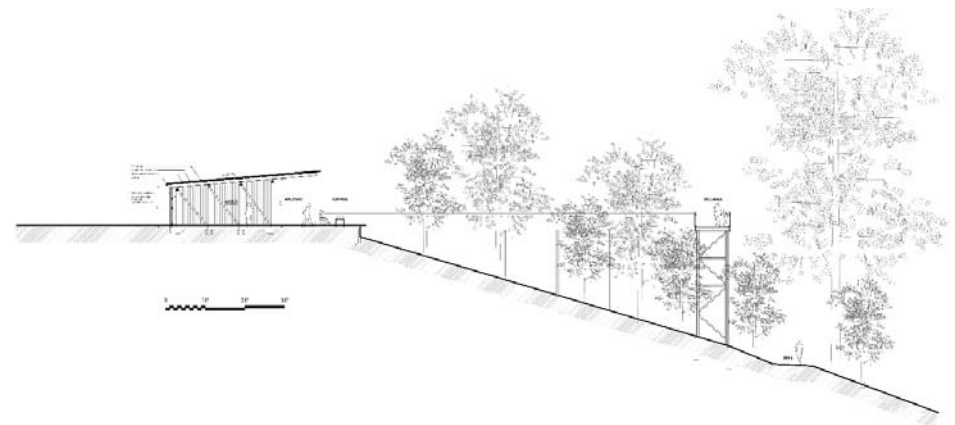
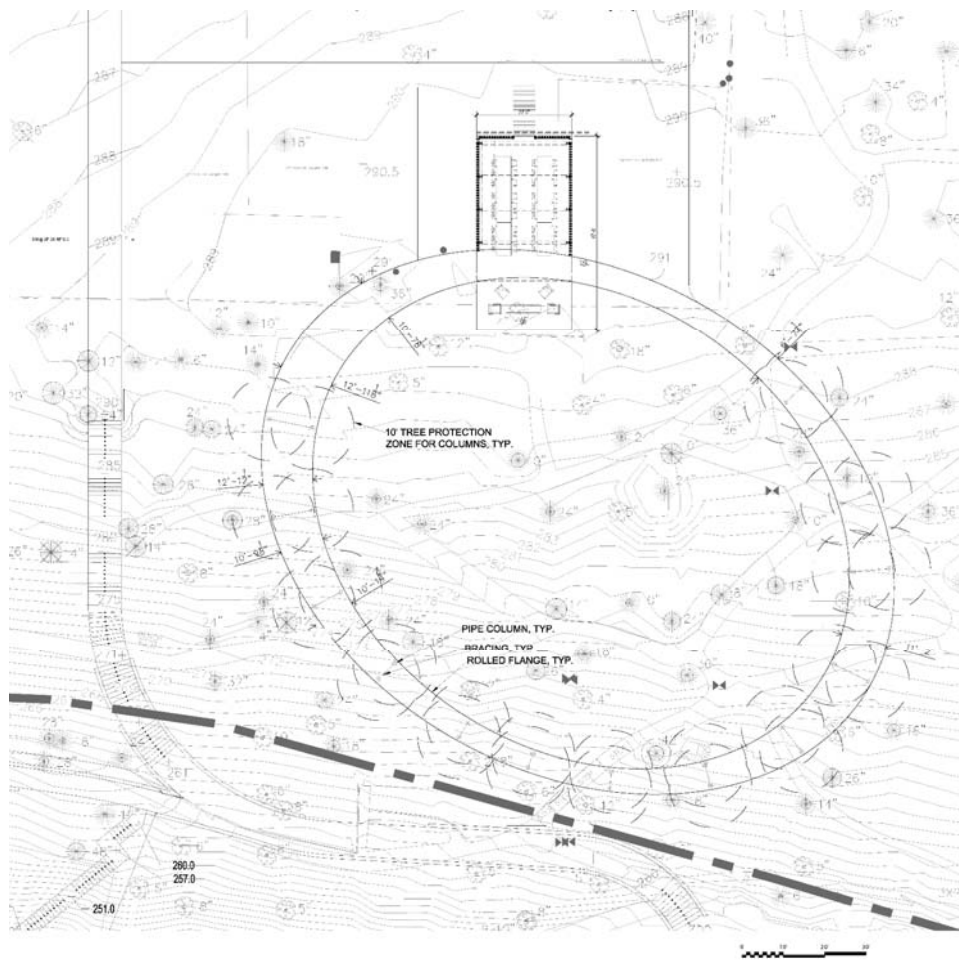
TREE NECKLACE & CANOPY WALK





FIREPLACE TERRACE & ARBOR





FIREPLACE TERRACE / ARBOR / CANOPY WALK – DESIGN DEVELOPMENT



LEACH UPPER GARDEN DEVELOPMENT: PROPOSED TASKS/SCHEDULE	March 2016	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	January 2017	Feb	Mar	Apr	Jun	Jul	Aug	Sep	Oct	Nov	Dec	January 2018	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	December 2018
Design Development / Land Use Permitting	█	█	█	█	█	█	█	█	█	█																						
Construction Document Preparation											█	█	█	█	█	█																
Permits																█	█	█														
Bidding and Contracting																		█	█	█	█											
Construction																						█	█	█	█	█	█	█	█	█	█	
Close-Out																														█	█	█

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NATURE IN NEIGHBORHOODS CAPITAL GRANT LEACH BOTANICAL GARDEN PROJECT BUDGET WORKSHEET

PROFESSIONALSERVICES COSTS

- Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors.
- Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management).
- Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable.
- Agency & non-profit personnel time cannot exceed 10% of the grant request.
- Volunteers specifically doing project installation should be included in this section.

	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff				\$0.00
3. Consultants				\$0.00
B. Post-Agreement Costs				
1. Non-profit staff	\$0.00			\$0.00
2. Agency staff- PM/ CM	\$244,000.00			\$244,000.00
3. Consultants	\$300,000.00		\$12,400.00	\$312,400.00
4. Volunteers				\$0.00
Total for Professional Services	\$544,000.00	\$0.00	\$12,400.00	\$556,400.00

CONSTRUCTION COSTS

Estimate the cost for all work elements of your project. **Feel free to change the list.** Specify in the budget narrative

	financial match	in-kind match	grant request	TOTAL
A. Enhanced Habitats				
1. Pollinator and Habitat Garden			\$175,600.00	\$175,600.00
2. Woodland Hillside Habitat Garden	\$262,000.00			\$262,000.00
B. Access/ Education Space				
3. Aerial Tree Walk	\$1,250,000.00			\$1,250,000.00
4. Public Gathering Spaces	\$410,000.00			\$410,000.00
C. Site Connectivity and Utilities				
5. Pedestrian Pathway System	\$231,000.00			\$231,000.00
6. Garden Entryway/ Fencing	\$196,000.00			\$196,000.00
7. Garden and Site Infrastructure	\$300,000.00			\$300,000.00
D. General Conditions / Bonds / Insurance	\$748,000.00			\$748,000.00
E. Construction Contingency	\$208,000.00			\$208,000.00
Total for Construction Costs	\$3,605,000.00	\$0.00	\$175,600.00	\$3,780,600.00

OTHER COSTS

F. Escalation / Design, Scope Contingency	\$565,000.00			\$565,000.00
G. Permits	\$208,000.00			\$208,000.00
H. Overhead / Indirect costs	\$285,000.00			\$285,000.00
I. 2% for Art	\$96,000.00			\$96,000.00
Totals for Other Costs	\$1,154,000.00	\$0.00	\$0.00	\$1,154,000.00

TOTAL PROJECT COSTS	\$5,303,000.00	\$0.00	\$188,000.00	\$5,491,000.00
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**Nature in Neighborhoods Capital Grants Match Form
LEACH BOTANICAL GARDEN PROJECT**

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
PP&R	X			X	\$1,262,000.00	System Development Charges
PP&R	X		X		\$900,000.00	System Development Charges
PDC	X		X		\$1,891,000.00	Lent Urban Renewal - Construction IGA
Leach Garden Friends	X			X	\$1,000,000.00	LGF Capital Campaign
Leach Garden Friends	X		X		\$250,000.00	LGF Capital Campaign
METRO NIN Capital Grant					\$188,000.00	Grant Request
Total					\$5,491,000.00	