



INTERGOVERNMENTAL AGREEMENT

Project: Natural Areas Capital Grants Program

Contract No. 932930

INTERGOVERNMENTAL AGREEMENT Natural Areas Bond Measure Capital Grant Award

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland, located at 1120 SW Fifth Ave., Portland, OR 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 Whitaker Ponds Nature Park - Entry, Parking and Access 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 (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient’s audited



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

3. Contract Sum and Terms of Payment

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

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

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

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

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

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



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

5. Funding Recognition

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

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to September 31, 2017. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

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

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



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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 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



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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 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



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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:

(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;



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(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 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.



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

15. Public Records

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

16. Law of Oregon: Public Contracting Provisions

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

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after



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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:

Shelly Hunter
 Development Manager
 Portland Parks & Recreation
 1120 SW Fifth Ave., Suite 1302
 Portland, OR 97204

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

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



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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. 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.

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

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

City of Portland**METRO**

Signature _____

Martha Bennett

Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY
APPROVED AS TO FORM

Signature _____

CITY ATTORNEYPrint Name: Gleason Culicione for
Therese ReaveTitle: City AttorneyDate: 9/13/14

Hope Whitney

Senior Assistant Metro Attorney

Date: _____



Scope Of Work – Exhibit A

Metro Contract No. 932930

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: Whitaker Ponds Nature Park – Entry, Parking and Access
- II. Grant Recipient contact: Ross Swanson
Capital Project Manager
Portland Parks & Recreation
1120 SW Fifth Ave, Room 1302
Portland, OR 97204
Ross.swanson@portlandoregon.gov
503-823-3577
- III. Estimated budget at time of award
- | | |
|------------------------|--------------|
| Total cost of project: | \$ 1,268,655 |
| Grant award | \$ 422,667 |
| Financial match | \$ 772,363 |
| In-kind match | \$ 15,457 |
- IV. Project location NE 47 Avenue north of Columbia Blvd.
- 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:
- The project budget is revised as indicated in Attachment 2. 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 Grant Recipient will incorporate green street improvements along NE 47th Avenue.
 - Grant Recipient will explore ways to fund the sidewalk improvements along NE 47th Avenue to provide a continuous safe connection to Columbia Blvd.

Project Benchmarks and Deliverables

- Benchmark 1: Pre-construction activities including design, permits, construction documents and contractor selection.
- Grant Recipient will submit 30% and 60% design documents to Metro staff review and notify Metro when permits are acquired.
 - Grant Recipient will submit an updated cost estimated and timeline based on 100% design documents by December 15, 2015.



Scope Of Work – Exhibit A

- Grant Recipient will submit information on the options explored to fund the sidewalk improvements along the eastside of NE 47th between the site and the end of the sidewalk north of Columbia Blvd.

Benchmark 2: Contractor selection and installation of improvements

- Invoices documenting expenses incurred that will be reimbursed by Metro as well as expenses to be used for financial and in-kind match.

Benchmark 3: Installation of naturescaping for the parking lots with volunteers recruited by the Columbia Slough Watershed Council

- Invoices documenting expenses incurred and summary of volunteer logs.
- Photos of the volunteer events

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 Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

VI. Reporting Requirements:

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



Scope Of Work – Exhibit A

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 four hundred twenty-two thousand six hundred sixty-seven and 00/100 dollars (\$422,667). 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.
- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

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

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

II. Success Indicators

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



Scope Of Work – Exhibit A

- Success Indicator 1
The improvements within the nature park support the educational programming done by Portland Parks & Recreation, the Bureau of Environmental Services and the Columbia Slough Watershed Council. Submit descriptions of how the improvements were intentionally designed to support such programming. Submit actual photos and description of how the improvements are actually used.
- Success Indicator 2
If landowner permission is granted and additional funding is obtained, sidewalk improvements are completed from Columbia Boulevard to the entrance of Whitaker Ponds creating a safe connection for school groups and visitors arriving by public transportation as well as Cully neighborhood residents.
- Success Indicator 3
Interviews and surveys of Columbia Slough Watershed Council staff, educators, and park visitors indicate that the entrance to Whitaker Ponds is more welcoming and that people's knowledge and perception of Whitaker Ponds as an open public park has improved.
- Success Indicator 4
Stormwater from the half-street improvements along 47th Avenue and the new parking lot is treated before it enters the Columbia Slough.



Scope Of Work – Exhibit A

ATTACHMENT 1 GRANT APPLICATION



Metro

Nature in Neighborhoods Capital Grants F-1 Cover Sheet

186835

☐ Letter of Interest

☒ Final Proposal

IGA No. 932930 Exhibit A # 6

Project Name	WHITAKER PONDS NATURE PARK – ENTRY, PARKING AND ACCESS IMPROVEMENTS PROJECT		
Applicant Organization	PORTLAND PARKS & RECREATION		
Contact Name	BARRETT ANDERSON, Development Manager	Phone	503-823-5589
Address	1120 SW Fifth Ave, Suite 1302		
Email	Barrett.Anderson@portlandoregon.gov		
Is the applicant organization a registered 501(c)(3)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what is the EIN? 			
Public Agency (if different from applicant)			
Contact name		Phone	
Address			
Email			
Site Name	Whitaker Ponds Nature Park	Address or Location	7040 NE 47 th Ave., Portland, OR 97218

Evaluation criteria: ☐ ReNature ☒ ReGreen ☐ Both

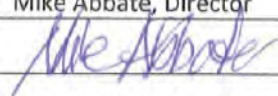
Project Summary (50 words or less)

Whitaker Ponds Nature Park is a 25-acre natural area in the Cully Neighborhood. It is a boat launch for the Columbia Slough, a natural area for hiking and wildlife viewing, and nexus of educational activities led by Portland Parks, Bureau of Environmental Services, NAYA, and the Columbia Slough Watershed Council. Portland Parks is applying for capital grant funds to improve access via NE 47th Ave., adding a parking lot including ADA parking and improving site circulation. These improvements will increase park user safety and ADA accessibility.

Nature in Neighborhoods Capital Grant funding Request \$ 404,000 If submitting more than one proposal, please rank this proposal in order of priority. 1

Total project cost \$ 1,212,655

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Nature in Neighborhoods Capital Grants Program.

Applicant	Organization Name	Portland Parks & Recreation	
	Printed Name	Mike Abbate, Director	
	Signature		Date 1-24-14
Public Agency	Organization Name		
	Printed Name		
	Signature		Date

**Project Narrative****Project Description**

Whitaker Ponds Nature Park (Whitaker Ponds) is located in the Cully neighborhood in Northeast Portland (site map). Whitaker Ponds covers approximately 25 acres, and comprises two ponds, freshwater wetlands, riparian cottonwood forest, and upland areas. In addition to the natural area, the Columbia Slough Watershed Council is a tenant and on site steward, occupying a house with office and indoor environmental education space. Portland Parks & Recreation (PP&R) is applying for capital grant funds to improve safety and aesthetics at the site. Plans include formalizing park access, circulation, and ADA accessibility, as well as continuing to increase native plant diversity in this nature park. The need for these entrance and access improvements has been evident to the educators, naturalists, and general park users since the site opened to the public. PP&R, City of Portland Bureau of Environmental Services (BES), and the Columbia Slough Watershed Council (CSWC) actively invite school groups, volunteers, and other partners to the site for education and stewardship activities. Parking is limited to a small gravel area along NE 47th Avenue, and it is very difficult for buses to drop off and pick up students.

Two master plans (1995 and 2006) laid out plans for Whitaker Ponds. Both plans emphasize environmental education toward ensuring that the presence and experience of nature is a fundamental element of every neighborhood's character and livability. Many of these goals have been realized; however, the goal as laid out in the 2006 Plan of improved circulation and access from adjacent neighborhoods has not. As outlined in the Master Plan, the three houses that were remaining on the property have been removed in preparation for the development of a formal park entrance, parking, and circulation. The Metro Capital NIN grant would allow PP&R and our partners to achieve this next major accomplishment toward fulfillment of the Master Plan and development of Whitaker Ponds as a safe, inviting nature park in Cully neighborhood.

The story of Whitaker Ponds begins with a junkyard in the early 1990s. The natural resources value of this site was recognized by the City of Portland, Metro, and community partners, who together began the purchase of properties using the 1995 Metro land acquisition bond measure funds. Whitaker Ponds Nature Park is used for public access to nature, including light watercraft launch into the slough, and for environmental education activities and stewardship by PP&R, BES, CSWC, the adjacent Native American Youth and Family Center (NAYA), and more than a dozen schools. The Columbia Slough Watershed Council (CSWC) also maintains its office space on the property. Despite the level of use and open public access for more than a decade, site access remains a challenge.

The primary entrance to this important Northeast Portland natural area is from NE 47th Avenue, which does not have sidewalks, and park users arriving by public transport must walk along the busy avenue to access the site. Additionally, the majority of the NE 47th Avenue frontage is separated from the street by a chain link fence. While access to the site can be made through a gate in the chain link fence, the lack of an official entrance creates a "locked up" look and many would-be visitors remark that the site feels private and non-welcoming. From the street, community members do not know that the site is open to the public and they can enjoy the natural area as part of their day.

Parking is another challenge. Parking is presently limited to approximately 6 gravel and mud spaces located in the NE 47th Ave. right of way. The right of way spaces are frequently used by clients of the businesses across the street. Current condition of the parking spaces is rutted and mud holed.

Drop-off and parking for school buses requires executing awkward and potentially dangerous backing maneuvers in order to exit the site. The on-site educators and bus drivers have expressed repeated concerns about this safety risk.

PP&R, with BES and the CSWC, has reviewed current and proposed uses and activities at Whitaker Ponds, and has identified entrance and access needs as the highest priorities. That review led to a design charrette facilitated with these partners by Landscape Designer Lori Price. The basis for this grant proposal is the conceptual plan for improvement of site access, circulation, and programmatic use areas as a result of the charrette. The concept plan provides for a new entrance area, parking, a designated view point of the western pond, naturalistic play area, and improved ADA accessible connection trails from the parking lot to these areas. These features will improve safety, increase enjoyment, and enhance the aesthetics of the park entrance, making the park more welcoming and easier to find. This concept plan is the basis for the design and many of the elements in this grant application. All capital asset improvements will be used by educators and stewardship coordinators of PP&R, BES, the CSWC, NAYA, school users and the general public.

Scope of Work

A welcoming and useful entrance will set the park off from the industrial and commercial activities in the area. It will convey that this is a public space and people are welcome to stop for a lunch break, take a walk along the west pond, or go for a paddle in the slough. The Scope of Work includes design, permitting, construction and project success monitoring. The project elements are shown in Table 1 and the concept design is attached. The proposed project will:

- Remove the chain link fence along 47th Avenue;
- Create a safe entrance and parking area for personal vehicles, buses and bicycles, including ADA parking spaces;
- Allow for safe bus drop off, maneuvering, and parking;
- Improve NE 47th Avenue with construction of a half street sidewalk and stormwater treatment;
- Construct an ADA trail to the view point and classroom;
- Provide naturescaping to enhance habitat around the parking area post-construction; and
- Create a naturalistic play area with placed logs and boulders adjacent to where students are dropped off.

Table 1: Project Elements

PROJECT ELEMENTS
Remove chain link fence along NE 47 th Avenue: 675 feet
Half street improvements - sidewalk and stormwater installed along property frontage: approximately 600 feet
Parking lot to provide safe on-site parking, adequate bus maneuverability, ADA parking and bicycle parking: 22 car spaces; 2 ADA spaces; 1 bus drop off/parking space; 1 large Flex parking area for buses and/or trailers; undetermined number of bike racks; permeable pavement.
ADA paved access and circulation from parking lot to western pond viewpoint and classroom: 1000 feet
Naturalistic Play experience area: approximately 3000 square feet
“Naturescaping” revegetation post-construction

The existing portable restroom will be relocated to a less conspicuous location, no longer dominating the view from the park entrance.

Local students, community members, and project partners will naturescape the area around the parking lot to enhance wildlife habitat and improve water quality. When constructed, this project will provide a safe and quality nature experience for visitors and improved habitat for wildlife.

Community Benefit/Demographic Information

The immediate community, defined as within one half mile of the nature park, is:

1. Predominately between ages 18-59 (69%)
2. 31% middle income and closely divided among upper middle (22%), low (18%) and very low (17%) with only 12% high income earners.
3. 75% of the residents are white, followed by 18% Hispanic.

These numbers are very similar to the distribution found within the City of Portland with the exception of 18% Hispanic which is two times the ethnicity for the City of Portland (9%).

The nature park serves a much wider demographic as a destination natural area and environmental education site:

1. 3000 students and adult chaperones from schools in the Columbia Slough Watershed visit for field trips.
2. More than 700 people come to at least six annual events.
3. Explorando el Columbia Slough, an environmental outreach activity for the Hispanic community had 466 attendees in 2013 and 850 in 2012. Attendees learned about recycling, volunteer opportunities, community resources, container gardening, wildlife and 280 paddles along the slough.
4. PP&R Environmental Education Program focuses on preschool and elementary aged groups at the site, both camp oriented. About 1,800 students have attended over the last 6 years.

Re-Green- Enrich People's Experience of Nature Evaluation Criteria

1. Enrich people's experience of nature and strengthen a physical connection to the region's ecology.

One of the guiding principles in the 2006 Master Plan is "Develop stronger and safer connections between adjacent residential areas and the park." The access and circulation section of the plan states that "The circulation system is a key part of managing the site in a positive way." The plan then bulleted actions for improving circulation including:

- Develop a new access point for vehicles and pedestrians into the park from NE 47th Avenue;
- Improve access to the park from the Cully Neighborhood; and
- Actively advocate for a sidewalk along NE 47 Avenue, which would connect NE Columbia Boulevard to Whitaker Ponds.

The proposed project will implement these master plan components for access and provide universal access to the public, including people with disabilities both for parking and trail access.

Whitaker Ponds Nature Park is a green oasis surrounded by industrial and commercial areas in the Cully Neighborhood. Cully Neighborhood is one of the most culturally and socially diverse neighborhoods in the metropolitan area. Forty-eight percent of the population is people of color compared to twenty-six percent for the City of Portland (2010 US Census and American Community Survey). Approximately thirty-four percent are below the 2013 Poverty Guidelines for a family of four, compared to approximately twenty-five percent for the City of Portland, making it one of the lower income neighborhoods in the city. Though the site is adjacent to the Columbia Slough, the closest natural area with developed access is Smith and Bybee Wetlands Natural Area which is over six miles west as the crow flies. Currently, the Cully Neighborhood community has unsafe access to Whitaker Ponds. The purpose of this proposed project is to create strong, safe walking access from the neighborhood, as well as for those arriving by transit and driving to the natural area facility. By significantly improving the access, parking, and circulation at the entrance to Whitaker Ponds Nature Park, Portland Parks & Recreation (PP&R) will be ensuring access to the presence and experience of nature in the parks-deficient Cully Neighborhood. The parking lot and paved walkways will be ADA accessible, providing universal access to all users.

The nature park is located immediately next door to the Native American Youth and Families Council (NAYA) and their programs and activities, including the Early College Academy (ECA) for grades 9-12. NAYA has used the site in the past for a variety of educational projects. Working primarily with the on-site Columbia Slough Watershed Council staff, NAYA ECA students have conducted water quality investigations and stewardship projects at Whitaker Ponds. The hope for 2014 is to be out on an almost weekly basis through the end of the school year.

The Project demonstrates ecological design solutions that are both effective and cost-efficient

The parking lot and driveway will be built using permeable pavement; stormwater will be infiltrated on site. The street improvements will also include stormwater treatment, meeting the requirements in the City of Portland Stormwater Manual. In addition, the post-construction native plantings will increase the biodiversity and ecological functions at the site.

The Project provides benefits beyond the project itself

The project is identified in the 2006 Whitaker Ponds Master Plan. In 2012, the CSWC, PP&R, and BES used Oregon Community Foundation funds to commission a local landscape designer, Lora Price, to develop a conceptual access, parking and circulation plan.

The proposed project will provide funds to design, permit, and construct the access, parking, ADA trails and naturescape, in strong partnership between PP&R, BES, CSWC and the schools in the watershed. Safe and secure access will increase the opportunities for community members to safely access the site and enjoy nature close to home. School groups will have safe access from public transportation, reducing the need to pay for a school bus to bring students to the natural area. The safe access and attractive entrance will welcome students and community members of all abilities to the natural area to enjoy nature, build stewardship and learn about the environment.

The newly developing Thomas Cully Park is approximately one mile southeast of Whitaker Ponds Nature Park. The two parks will complement each other in services, experiences, and amenities provided to the Cully neighborhood. Thomas Cully Park will house walking trails, a soccer field and basketball court, picnic areas, and a community garden; Whitaker Ponds will offer natural area with ponds and wildlife, along with opportunities for environmental education and water access.

Project feasibility

In 2012 the Whitaker Ponds Management Committee hired Lora Price to conduct a design charrette and prepare conceptual design options for desired improvements. These options were reviewed by the committee and two potential preferred options selected (see attachments). The general features of the conceptual design have been approved as a PP&R Capital Improvement Project request. If funded, the street and parking lot improvements will be managed by PP&R Capital Project Manager George Lozovoy (resume attached). PP&R will contract the design. The ecological enhancements will be designed, and planting supervised by City Nature East Supervisor Lynn Barlow (resume attached).

The implementation plan and milestones for the proposed project include:

Task	Major Milestones - Complete
Develop the request for proposals	June 2015
Hire design consultant	July 2015
Technical Studies – geotechnical/infiltration, hazardous materials, site survey, tree survey/arborist report	August 2015
Project design development – parking, access and trails	October 2015
Public Information	October 2015
Permitting, including City of Portland Environmental Review	Feb 2016
Procurement/bidding for construction/contracting	May 2016
Construction	November 2016
Ecological enhancements – native plantings	December 2016
Monitoring	2017-2019

PP&R has a history of successfully completing similar projects. Project managers from our Capital Project and Construction group design and manage similar projects for our park facilities.

Partnerships

The project will be in partnership with the CSWC and BES. Staff from these organizations have worked together for over 15 years to implement projects at Whitaker Ponds including the renovation of an old residence for the council offices and classroom, installation of a rain garden and “naturescaped” yard, trail improvements, and interpretive signage.

Bureau of Environmental Services

The Bureau of Environmental Services offers field study science education through the Clean Rivers Education program. At Whitaker Ponds, students learn about watershed health, urban ecology and the causes and effects of water pollution. Students actively observe and interpret, explore and connect to the natural world. Susan Barthel is our main contact for the project. She will be a key member of the design team.

Columbia Slough Watershed Council

The CSWC operates its stewardship, education and outreach programs from offices and a classroom located at Whitaker Ponds. The Council focuses on stewardship activities, trails and grounds maintenance, paddling and walking excursions, and educational presentations, field trips and workshops. Jane Van Dyke will be our main contact.

They will be offering the following in-kind services:

- Design team review;
- Recruiting volunteers and assisting in overseeing the implementation of the naturescaping for the parking lot;
- Monitoring native plants installed as part of this project; and
- Completing user surveys on the effectiveness of the parking lot.

Project evaluation and/or monitoring

Naturescaping of the project area post-construction will be implemented and monitored by both PP&R and CSWC staff. Monitoring will be for plant survival and adequate establishment.

Parking Lot and Access Improvements

PP&R and the CSWC will develop a survey to be completed by site users before and after the parking and access improvements are completed. The survey will include questions about safety and user experience entering the site. A short report will document the change in perception before the improvements and two years after the improvements.

Budget documents: Attached

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3)PP&R Whitaker Ponds 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, contruction 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
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff		\$6,400.00		\$6,400.00
2. Agency staff	\$103,223.00	\$6,400.00		\$109,623.00
3. Consultants	\$192,344.00			\$192,344.00
4. Volunteers		\$2,657.00		\$2,657.00
Total for Professional Services	\$295,567.00	\$15,457.00	\$0.00	\$311,024.00

CONSTRUCTION COSTS

Estimate the cost for all work elements of your project. **Feel free to change the list.** Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.

	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				\$0.00
1. Site survey	\$12,000.00			\$12,000.00
2. Soils/Geotech	\$1,000.00		\$4,000.00	\$5,000.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
1. Parking Lot and Access			\$400,000.00	\$400,000.00
2. Naturalistic Play Area	\$50,000.00			\$50,000.00
3. ADA Trail	\$36,000.00			\$36,000.00
4. Others - Contingency, bonds, insur	\$219,173			\$219,173.00
D. Permits	\$34,600.00			\$34,600.00
E. Other: % for Art	\$13,943.00			\$13,943.00
F. Post Construction Fixes	\$58,168.00			\$58,168.00
Total for Construction Costs	\$366,716.00	\$0.00	\$404,000.00	\$828,884.00

ACQUISITION COSTS

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

	financial match	in-kind match	grant request	TOTAL
A. Purchase Price				\$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

OTHER COSTS				
A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.	\$72,747.00			\$72,747.00
				\$0.00
Totals for Other Costs	\$72,747.00	\$0.00	\$0.00	\$72,747.00

TOTAL PROJECT COSTS	\$735,030.00	\$15,457.00	\$404,000.00	\$1,212,655.00
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Nature in Neighborhoods Capital Grants Match Form

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		\$735,030.00	Systems Development Charges
BES		X		X	\$6,400.00	Staff Time - Design Development & Review
Columbia Slough Watershed Council		X		X	\$6,400.00	Staff Time - Design Development & Review; Coordinating Volunteers; Monitoring
Volunteers		X		X	\$2,657.00	120 hours @ \$22.14/hour - plantings, surveys, monitoring
Total					\$750,487.00	



Budget Narrative – Whitaker Ponds

Pre-agreement costs

There are no pre-agreement cost associated with developing the grant application. The application was written by staff from Portland Parks & Recreation (PP&R).

Post-agreement costs

These costs are for PP&R, Bureau of Environmental Services (BES) and Columbia Slough Watershed Council (CWSC) staff time to implement the project. It also includes volunteer time for planting and assistance with the monitoring. All of the Post-Agreement Costs are used as a match for the grant. PP&R staff will manage the project from writing the request for proposal for design and construction documents, construction oversight and monitoring. BES is committing 80 hours of staff time for design and naturescaping review. BES staff in-kind match is calculated at \$80/hour. CWSC will be coordinating volunteers for planting and monitoring. Their in-kind match is for outreach (120 hours at \$28/hour); planting (80 hours at \$21/hour) and monitoring (65 hours at \$21/hour). One hundred-twenty volunteer hours are calculated for 80 hours of planting time and 40 hours for monitoring using the Independent Sector's value (2012) of volunteer time of \$22.14/hour.

Personnel

1. George Lozovoy, Landscape Architect/Capital Project Manager III
 - Salary plus direct fringe benefits: direct salary is \$96,928, total of benefits is \$37,721= \$135,699.
 - Costs will be used as match.
 - Responsibilities: George will be the PP&R Project Manager for the project. His responsibilities include:
 - Write the RFP and coordinate the selection of the consultant according to City of Portland procurement rules;
 - Supervise the consultant and project team from design through complete construction documents; and
 - Manage the process for selecting the construction contractor and construction for the parking lot, half street improvements, naturalistic play experience play and ADA trail.
2. Lynn Barlow, City Nature East Natural Areas Supervisor
 - Salary plus direct fringe benefits: direct salary is \$74,132, total of benefits is \$34,612 = \$108,744.
 - Costs will be used as part of the match.
 - Responsibilities: Lynn will work with the site ecologist and our partners to coordinate the naturescaping of the parking lot and associated areas. Her responsibilities include:
 - Work with our partners and ecologist to design and select native plants;
 - Coordinate with the CSWC to recruit volunteers for planting and ensure the plants are installed correctly; and
 - Work with CSWC to develop and implement the monitoring and vegetation monitoring.

Consultants

PP&R will hire a consultant to design the capital project components - parking lot, street improvements, play area and ADA trails. Estimated budget for consulting time is \$192,344; these costs will be used as part of the match. The consultant team will be responsible for:

- Public information – two events to review 60% and final design;
- Engineering and other studies – land survey, tree survey, geotechnical study, soil/hazardous material report;
- Design – 30%, 60% 90% and final plans and construction drawings, including cost estimates;
- Construction documents – final construction drawings that will be used to bid the construction of the project; and
- Permitting – required City of Portland permits, including Environmental Review for the trail.

Volunteers

Volunteers will install the naturescaping component of the project. PP&R estimated that 120 volunteer hours are needed: 80 hours of planting time and 40 hours for monitoring. Using the Independent Sector's value (2012) of volunteer time of \$22.14/hour volunteer time is valued at \$2657.00 and is part of the in-kind match. CSWC will recruit volunteers from their extensive list of schools, community groups and individuals that have visited and previously worked at the site. PP&R's City Nature East Stewardship Coordinator and the CSWC Restoration Coordinator.

Construction Costs

As shown on the budget spreadsheet, PP&R anticipates construction costs to be \$828,884.00 for the capital improvements. We are requesting that \$404,000.00 be grant funded and the balance will come from a financial match from PP&R. Included in the construction costs are site preparation, parking lot, street improvements, play area and the ADA Trail, and the City of Portland's requirement for percent for art for capital construction projects. In addition to the above costs, we have included contingency calculations, bonding, insurance and post construction fixes.

Prevailing Wages

The City of Portland is required to pay prevailing wages for capital projects. The construction budget is estimated using the prevailing wage scale.

Overhead/Indirect Costs

Overhead/Indirect costs for this project are estimated to be \$72,747.00. These funds are financial match and only 6% of the total budget. These funds are for project support, and accounting and finance.

Whitaker Ponds Natural Area

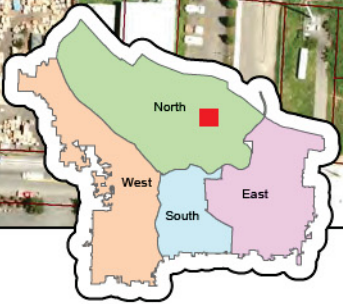
25.11 Acres

Status: Natural

Park Type: Habitat



Photo year 2010

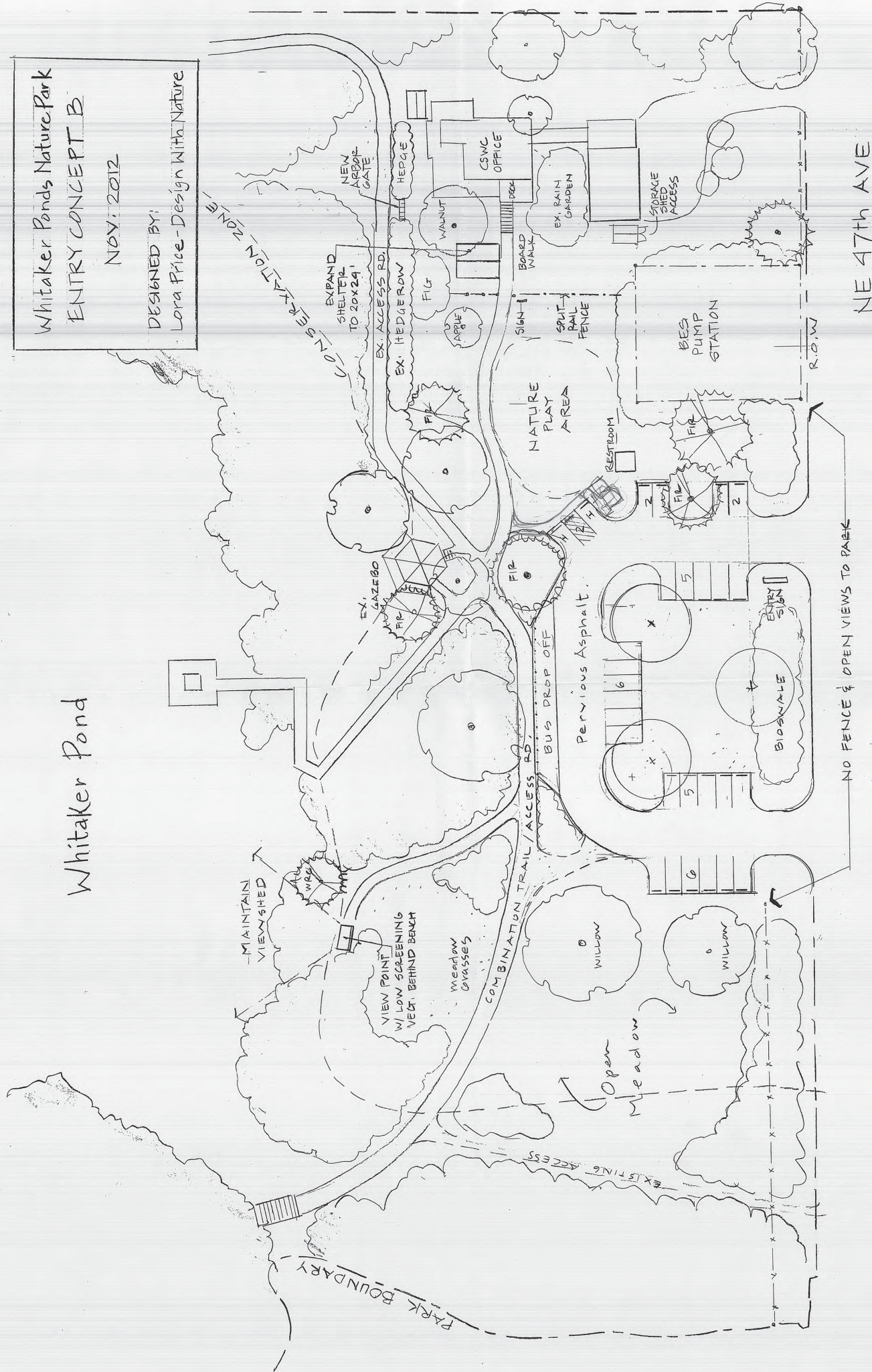


Whitaker Pond

Whitaker Ponds Nature Park
ENTRY CONCEPT B

NOV. 2012

DESIGNED BY:
Lora Price - Design With Nature



NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3)PP&R Whitaker Ponds BUDGET WORKSHEET (with Green Street); modify June 2, 2014

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, contruction 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
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff		\$6,400.00		\$6,400.00
2. Agency staff	\$115,223.00	\$6,400.00		\$121,623.00
3. Consultants	\$204,344.00			\$204,344.00
4. Volunteers		\$2,657.00		\$2,657.00
Total for Professional Services	\$319,567.00	\$15,457.00	\$0.00	\$335,024.00

CONSTRUCTION COSTS

Estimate the cost for all work elements of your project. **Feel free to change the list.** Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.

	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				\$0.00
1. Site survey	\$12,000.00			\$12,000.00
2. Soils/Geotech	\$1,000.00		\$4,000.00	\$5,000.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
1. Parking Lot and Access			\$400,000.00	\$400,000.00
1.a Green Street	\$13,333.00		\$18,667.00	\$32,000.00
2. Naturalistic Play Area	\$50,000.00			\$50,000.00
3. ADA Trail	\$36,000.00			\$36,000.00
4. Others - Contingency, bonds, insur	\$219,173			\$219,173.00
D. Permits	\$34,600.00			\$34,600.00
E. Other: % for Art	\$13,943.00			\$13,943.00
F. Post Construction Fixes	\$58,168.00			\$58,168.00
Total for Construction Costs	\$380,049.00	\$0.00	\$422,667.00	\$860,884.00

ACQUISITION COSTS

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

	financial match	in-kind match	grant request	TOTAL
A. Purchase Price				\$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

OTHER COSTS				
A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.	\$72,747.00			\$72,747.00
				\$0.00
Totals for Other Costs	\$72,747.00	\$0.00	\$0.00	\$72,747.00

TOTAL PROJECT COSTS	\$772,363.00	\$15,457.00	\$422,667.00	\$1,268,655.00
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PORTLAND PARKS & RECREATION

Healthy Parks. Healthy Portland

January 24, 2014

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

Dear Mary Rose,

Attached is Portland Parks & Recreation's (PP&R) Capital Grant Proposal for improving the access and parking, providing ADA access, and continuing to enhance the ecology through native plantings at Whitaker Ponds Nature Park. The project is identified in the 2006 Whitaker Ponds Master Plan that was developed with a community steering committee. The proposed project meets the criteria of the Re-Green – Enrich People's Experience of Nature program.

Metro and the City of Portland purchased the properties using 1995 Metro land acquisition bond measure funds. PP&R manages the site and the Columbia Slough Watershed Council (the Watershed Council) has their office at this location. The site is used extensively for environmental education by local schools and community groups. The Watershed Council has numerous events there, including Explorando el Columbia Slough, which had 466 community participants last year.

If our proposal is funded, PP&R will record the improvements as a fixed asset in our audited financial statement upon completion of the project. This will be consistent with other similar transactions for PP&R. As shown in our proposal, PP&R is the project proponent. We will provide the necessary match, be the project manager for design and construction, and maintain the asset after construction.

Thank you for considering our proposal.

Sincerely,

Mike Abbate
Director

cc: Barrett Anderson, PP&R Program Manager

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



Roth, Emily

From: Dan Moeller [Dan.Moeller@oregonmetro.gov]
Sent: Monday, December 23, 2013 9:22 AM
To: Roth, Emily
Cc: Dragoy, Astrid
Subject: [Approved Sender] RE: Couple of Questions

Hi Emily,

Sorry that I didn't write back on Friday, but I did heard back from our finance manager. He said that the party that's maintaining the asset over the long run should be the one capitalizing it. In this case that's the City of Portland. I think some wires just got crossed on this end, so I'm very sorry for any confusion and thankful that you asked the question so that we don't make the same mistake with future grantees. If you want any further clarification or information just give me a call and we can talk it through.

Have a good week.

Dan

Dan Moeller
 Natural Areas Land Manager

Metro
 600 NE Grand Ave.
 Portland, Oregon 97232-2736
 503-797-1819 (Phone)
 503-797-1849 (Fax)
www.oregonmetro.gov

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From: Roth, Emily [mailto:Emily.Roth@portlandoregon.gov]
Sent: Thursday, December 19, 2013 11:44 AM
To: Dan Moeller
Cc: Dragoy, Astrid
Subject: Couple of Questions

Hi Dan,

How are you? Hope life is treating you well.

I have a couple of questions for you:

1. Does Metro have a policy regarding cell phone tower placement in Parks and Open Spaces/Natural Areas? If yes, would you send me a copy? Or do you outright not allow them on Metro parks/open spaces/natural areas?
2. Under the Nature in the Neighborhood grants, Mary Rose stated in her letter (attached) to us about Whitaker Ponds that any capital asset built with NIN grant money on Metro property would be a Metro asset. Under our

present MOU with Metro for properties we manage that Metro owns, capital improvements are PP&R's assets, not Metro's. We put them on our Capital List and maintain them. I doubt we would build a capital asset for Metro with the 2:1 match requirement. Also we cannot request maintenance money unless it is our asset. Would you get some clarification on this for me?

Thanks,
Emily

Emily Roth

Natural Resource Planner | Asset Management
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*To achieve great things, two things are needed:
a plan, and not quite enough time.*
Leonard Bernstein



**PORTLAND
PARKS & RECREATION**

Healthy Parks, Healthy Portland



Dirks, Megan

From: Anderson, Barrett
Sent: Friday, January 24, 2014 12:54 PM
To: Dirks, Megan
Subject: Letter of Support for the City of Portland From Metro

Expires: Wednesday, July 23, 2014 12:00 AM

E. Barrett Anderson

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**PORTLAND
 PARKS & RECREATION**

Healthy Parks, Healthy Portland



From: Dan Moeller
Sent: Thursday, January 23, 2014 10:03 AM
To: Mary Rose Navarro
Cc: Kathleen Brennan-Hunter
Subject: Letter of Support for the City of Portland

Mary Rose,

This communication is to indicate that Metro supports in concept the proposal by the City of Portland to enhance access to Whitacre Ponds Natural Area. While this particular enhancement project is not necessarily a priority for Metro it is in line with Metro's goal to increase access to nature across the region. This enhancement will increase service to an underserved part of the City and provide better access to nature to school groups and families.

By stating that we support this project in concept I am not in any way stating that the project is feasible, that any or enough coordination has occurred among relevant partners, or that the project won't in some way conflict with use restrictions on the property that may be managed by a third party. The research and resolution of those issues is incumbent upon the applicant.

Thank you,

Dan

Dan Moeller
 Natural Areas Land Manager

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