BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING THE PROCUREMENT OF A PERSONAL SERVICE CONTRACT FROM THE COMPETITIVE PROCUREMENT REQUIREMENTS OF THE METRO CODE	))))	RESOLUTION NO. 03-3323 Introduced by Michael Jordan, Chief Operating Officer with the concurrence of Council President Bragdon

WHEREAS, a stated goal of the Metro Greenspaces Master Plan is to protect, restore and manage regionally significant natural areas purchased with Metro Open Spaces Bond Measure 26-26 funds through partnerships with government, non-profit organizations and others; and

WHEREAS, the non-profit organization Tualatin Riverkeepers ("TRK") applied for a $57,116 Oregon Watershed Enhancement Board grant (the "OWEB Grant") to perform wetland restoration on Metro's Killin wetlands property in accordance with Metro's conceptual restoration plans; and

WHEREAS, Metro endorsed TRK's OWEB Grant Application; and

WHEREAS, TRK was awarded the OWEB Grant, pending Metro's acceptance of the grant funds for the purposes set forth in the OWEB Grant; and

WHEREAS, other funds may be available through Metro to pay TRK to augment OWEB Grant restoration efforts at the Killin wetlands; and

WHEREAS, Metro Regional Parks and Greenspaces would like to enter into a contract (the "Cooperative Agreement") with TRK to perform wetlands restoration in accord with the OWEB Grant; and

WHEREAS, Metro Code Section 2.04.062 provides that Metro may enter into a contract with a service provider for an amount greater than $2,500.00 without public bidding or alternate procurement if there is only one qualified provider of the required service and the Metro contract Review Board specifically exempts said contract from the public bidding or alternate procurement requirement; and

WHEREAS, the Metro Regional Parks and Greenspaces Department requests that the Metro Contract Review Board find that TRK is the only qualified provider of the services required and exempt the Cooperative Agreement with TRK attached hereto as Exhibit "A" from the public bidding or alternate procurement requirements of the Metro Code in accord with the findings below; now therefore

BE IT RESOLVED that in accord with the Metro Code and ORS 279.015, the Metro Contract Review Board adopts the following findings:

1. The Metro Contract Review Board finds that because TRK is the only qualified provider of the services required, it is unlikely that the exemption will encourage favoritism in the awarding of public contracts, or substantially diminish competition for public contracts. This finding is supported by the fact that TRK applied for the OWEB Grant on its own initiative and the OWEB Grant was awarded based on the understanding that TRK would perform the services paid for by the OWEB Grant.

2. The Metro Contract Review Board finds that awarding the contract to TRK pursuant to the exemption will result in substantial cost savings to Metro. This finding is supported by the fact that

TRK applied for the OWEB Grant on its own initiative and has made a direct contribution as part of matching funds to the proposed project. Awarding the contract will encourage TRK and other non-profit organizations to seek grants to implement Metro-approved restoration projects on Metro's regional natural areas.

BE IT FURTHER RESOLVED that in accord with the above set forth findings, the Metro Contract Review Board exempts the Killin Wetlands Cooperative Agreement with TRK from the competitive bidding requirements of the Metro Code.

ADOPTED by the Metro Contract Review Board the 29th day of May, 2003.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

APPROUVÉ APPROVED METRO COUNCIL CONSEIL MÉTROPOLITAINE METRO

Cooperative Agreement
For Banks Wetland Restoration

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, referred to herein as "Cooperator," located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Tualatin Riverkeepers, hereinafter "TRK," located at 16295 SW Walker Rd, Tigard, OR 97224.

WHEREAS, TRK and the Cooperator have entered into this agreement to assist in the development of the Banks Wetland Restoration Project (hereinafter "Site") to benefit natural resources as described in the Project Proposal attached as Exhibit A of this agreement (hereinafter "Project").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, TRK and the Cooperator agree as follows:

A. TRK AGREES TO:

1. Implement, or cause to be implemented, the Project, subject to the terms and conditions of this Agreement, in substantial compliance with the Site development plans and specifications developed pursuant to Section 3 and 4 of this agreement.

2. Commence the implementation of the project in 2003. Should implementation of the project not commence during 2003 for reasons beyond the control of the parties, including but not limited to the failure to timely obtain required permits, agreements, leases, approvals and access rights necessary for the development of the project, the parties will commence implementation of the project in a mutually acceptable future year. The parties recognize that the project cannot be accomplished unless sufficient funding and all required permits are granted.

3. Prepare, or cause to be prepared, site development plans and specifications for the project and submit it to Cooperator for review and mutual approval. Changes to site development plans and specifications after initial approval, including changes in the project budget, shall be submitted to Cooperator for review and mutual approval.

4. Prepare, or cause to be prepared, all project bid specifications, accept or reject all contract bids, and be solely responsible for making any contract changes, additions, or deletions as the work progresses. The prime contractor shall be required to carry liability insurance. The contracts shall provide that the contractor acknowledges that the Cooperator is not a party and will assert no claims against the Cooperator in any disputes with subcontractors, materials suppliers, or TRK.

5. Secure funding in cash and in-kind services for the development of the Project in an amount not to exceed $178,000, or One-Hundred Percent (100%) of the total project cost, whichever is less and pending availability.

6. Perform all construction work in accordance with public contracting laws found in ORS 279 and Metro Code 2.04. Tualatin Riverkeepers agrees to follow Metro contracting code as follows:

a. For procurement of goods or services over $5,000, three bids/proposals must be obtained from one of each State of Oregon's MBE, WBE and ESB program, unless none are available. Bids/proposals from other contractors are allowed, but these three bids/proposals must be included.

b. For procurement of goods or services over $10,000, the same rules as in "A" above apply, plus notification to Metro's contract department so that bid/proposal can be posted on Metro's website.

c. For procurements of goods or services more than $50,000, a formal request for Bid/Proposal must be done. Metro's legal and contract departments prior to release must review the RFB/P. Contact Metro's contracts department to coordinate approval of the RFB/P and its advertisement in two newspapers.

7. Provide the Cooperator with a detailed accounting of expenditures, including administrative costs, at the completion of the site improvement or by March 31, 2004, whichever is later.

B. COOPERATOR AGREES TO:

1. Obtain, at Cooperators expense, all required permits, agreements, leases, approvals, and access rights necessary for the development of the project and provide to TRK, its officers, employees, agents, and the like, all reasonable assistance and cooperation necessary for the implementation of this Agreement.

2. Routinely inspect the site when work is in progress, maintain a written record of the work, and keep TRK advised of any desired changes, additions, or deletions to the Project work.

3. Perform any and all operations and maintenance responsibilities, and be responsible for the costs associated for such, on this project for the duration of this Agreement to ensure that any lands and waters on which habitat is restored, enhanced, or created in this project are managed for the purposes for which they were intended in this Agreement.

4. Provide access for TRK, its officers, employees, and agents for the purpose of monitoring vegetation and wildlife response for the duration of this Agreement.

5. Provide in-kind mapping and monitoring assistance, and signage as described in the Project Proposal.

6. Based on availability of funding, conduct site preparation and provide materials including cuttings, bare-root trees, shrubs and forbs to TRK as described in the Project Proposal.

C. TRK AND COOPERATOR AGREE:

1. That this agreement and the parties' obligations herein are contingent upon TRK and Metro securing funding for the project. If sufficient funding cannot be secured to proceed with the project, either party may terminate this agreement automatically upon such notice. In the event of termination pursuant to this section, each party shall be solely responsible for all expenses incurred by it prior to the date of termination and

shall have no obligation to the other after the date of termination.

2. To conduct a final inspection of the Site prior to accepting any completed Project developments. In the event the parties are unable to agree as to the acceptability of the completed Project developments, they shall select a mutually agreeable third party whose decision shall be binding.

3. To periodically review the Site management pursuant to this Agreement to study and consider any needed modifications. Each party shall inform the other of such reviews and allow the other party to participate in such reviews.

4. To acknowledge the contribution of each party in any oral or written communications related to the Site.

5. To recognize outside contributors who might provide significant funding to help underwrite the Project's cost or who otherwise are mutually deemed to deserve special recognition; this recognition can include signs, plaques, or cairns on the Site. The principle costs of such recognition shall be borne by the party initiating the recognition.

6. That this agreement shall not be construed as binding either party to expend in any one fiscal year any sum in excess of authorized appropriations administratively allocated for the purpose of this Agreement or donated funds designated for this Project, or to involve either party in any contract or other obligation for further expenditure of money in excess of such appropriations or allocations.

7. To mutually consider the possibility of funding any extraordinary Project repairs that may be required.

8. That the site will remain under the jurisdiction of the Cooperator and that the Cooperator will be solely responsible for the Site's administration and management.

9. Each party shall appoint a Project Officer. The parties may change their respective Project Officer at any time by providing the other party with the name of the new Project Officer.

   a. TRK appoints Sue Marshall as its Project Officer.

   b. Cooperator appoints Jennifer Budhabhatti as its Project Officer.

D. TRK and Cooperator agree to the following terms and conditions:

1. LIABILITY AND INDEMNITY

TRK is an independent TRK and assumes full responsibility for the content of its work and performance of TRK's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. TRK is solely responsible for paying TRK's subcontractors and nothing

contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

2. INSURANCE

TRK shall purchase and maintain at TRK'S expense, the following types of insurance covering the TRK, its employees and agents.

a. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of $1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

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

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover TRK'S operations under this Contract, whether such operations be by TRK or by any subcontractor or anyone directly or indirectly employed by either of them.

TRK shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

TRK shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving TRK of this requirement is contained in the Scope of Work.

3. PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that TRK and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

No liens or claims are permitted to be filed against Metro on account of any labor or material furnished.

4. OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to plans, reports, drawings, and photographs, produced by TRK pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. TRK

does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

5. SUBCONTRACTORS

TRK shall contact METRO prior to negotiating any subcontracts and TRK shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the TRK's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. TRK shall be fully responsible for all of its subcontractors as provided in herein.

6. SAFETY

If services of any nature are to be performed pursuant to this agreement, TRK shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

7. COMPLIANCE

TRK shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

8. ASSIGNMENT

TRK shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of this date and year first written above.

METRO

BY:_____

Jim Desmond

TITLE: Director, Regional Parks and Greenspaces

TUALATIN RIVERKEEPERS

BY:_____

Sue Marshall

TITLE: Executive Director

TUALATIN RIVERKEEPERS

BY:_____

Ron Garst

TITLE: President

BANKS WETLAND
RESTORATION PLAN

INTRODUCTION

The Banks Wetland Restoration project is a collaborative effort between the Tualatin Riverkeepers, a private non-profit organization dedicated to resource conservation and stewardship in the Tualatin River watershed, and the Metropolitan Service District. The project consists of a schedule of treatments in three phases that will restore wetland and riparian function and vegetation to an agricultural site in the Tualatin River Valley in Washington County Oregon. The site, known as Banks Wetland, includes a total of 373 acres. Metro purchased the property in May 2002 at a cost of $1.45 million under its 1995 open spaces bond measure.

Including 80 acres of reed canary grass-infested wetlands, 140 acres of degraded geyer willow scrub, and over 2.1 miles of potential anadromous fish habitat, this site represents one of the best opportunities for wetland and riparian restoration in the Tualatin River Watershed. Through the efforts of the Tualatin Riverkeepers, restoration of this property will also serve as a catalyst and central core for many additional miles of riparian restoration and wetland enhancement on surrounding private properties.

In addition to providing improved fish and wildlife habitat and other resource benefits, restoration at this site will serve as an early-action project for the Tualatin Riverkeepers Tualatin Restoration Program in the Dairy Creek sub-basin. The project is the first of several integrated restoration projects that TRK plans to implement in the Dairy Creek sub-basin in collaboration with public and private landowners. Using an ecosystem-based approach, the project will be a template for restoration of similar wetlands and other habitats throughout the Tualatin Basin.

BACKGROUND

The Banks Wetland Tract lies at the confluences of Sadd Creek, Park Farm Creek and West Fork Dairy Creek in Washington County. Much of the property is inundated in winter and early spring. All of the floodplain portions of the property have been adversely impacted by drainage and other human activities.

Despite drainage and agricultural development, approximately 180 acres of Geyer willow -- the largest stand now existing in the Willamette Valley – still remain. The tract also contains over 2.1 miles of potential anadromous fish habitat in two streams: Park Farm Creek and Sadd Creek. Currently, these streams flow through man-made ditches. The banks of these ditches are dominated by reed canary grass and himalaya blackberry which provide little shade and no large wood inputs to the streams.

Metro purchased the Banks parcel in 2002 through the Metro Open Spaces Bond Measure of 1995. The purpose of the acquisition was to preserve the remaining unique Geyer willow plant community on the property and to promote the restoration of Geyer willow and other suitable wetland and riparian habitats in the area.

PROJECT PARTICIPANTS

Metro

Metro is the property owner and will participate in the project by contributing in-kind support services, including mapping, project access, signage, and assistance with monitoring efforts. Metro will also provide long-term maintenance of the project to ensure attainment of long-term project goals.

Tualatin Riverkeepers

Tualatin Riverkeepers (TRK) will administer funds provided by the Oregon Watershed Enhancement Board and other funding sources for this project and ensure that all tasks described in the project plan are accomplished. TRK will procure and contract for materials and labor necessary for site preparation, vegetation installation and maintenance of the project as outlined in the plan. TRK will also provide public awareness, volunteer and education opportunities through their public outreach efforts.

RESTORATION PLAN

Original vegetation on the property appears to have been dominated by scrub, with oregon ash, black cottonwood and some scattered conifers on pieces of higher ground. Using wood from these stands of hardwood scrub and large conifer logs washed in from feeder streams, beaver strongly influenced the hydrology of the site by constructing dams. Beaver dam construction, ponding, pond eutrophication, side-channel development, and other processes associated with beaver activity created a diverse mosaic of open-water ponds, wetlands, scrub, and meandering channels providing habitat for a diversity of plants, fish, and wildlife. The primary objective of this project is to restore habitat for beaver so beaver can restore stream and wetland function to the benefit of other wildlife species.

In phases I and II, Beaver habitat will be enhanced primarily by restoring woody vegetation in reed canary grass-dominated wetlands and riparian areas. As scrub and harwoods grow, beaver are expected to use this material to construct dams, forcing the streams out of their current ditched locations and into a system of meandering channels. In phase III, after further assessment of site hydrology and processes, beaver habitat will be enhanced by planting additional vegetation in remaining areas of scrub as shown on the attached project map. Imported wood may be placed in key portions of the project area to replicate large wood inputs from surrounding uplands. Phase III may also include plugging the main ditch above its confluence with West Dairy Creek if it appears that beaver will be unable to do so unaided.

Since the property is dominated by weeds, successful re-establishment of native vegetation depends on an integrated approach to weed management. Required treatments include site-preparation mowing and spraying reed canary grass and blackberry with appropriate herbicides, minor surface grading, and seeding and planting with native wetland and riparian vegetation. The project also includes regularly scheduled maintenance as shown in the project schedule, and monitoring based on the attached wetland and riparian monitoring protocols.

Phases I and II: Park Farm Creek Wetland Site Preparation, Plant Installation and Maintenance in Reed Canary Grass-Dominated Areas *(June 2002-September 2006)*

Phases I and II will restore native vegetation in areas currently dominated by reed canary grass. Phas I will restore approximately 30 acres north of Cedar Canyon Road. Phase II will restore approximately 50 acres between Cedar Canyon Road and Highway 6.

Site Preparation

Removal of reed canary grass, Himalayan blackberry and other non-native weeds will allow re-establishment of native grasses, shrubs, and trees. Treatments will consist of mowing, cutting and herbicide application to control undesirable vegetation.

Native Seed Application

Following completion of site preparation, the entire project area will be seeded with native wetland and riparian grasses and forbs as shown on the attached seed lists. The seeding contractor will spread seed using a spin spreader and then harrow or disc lightly to incorporate seed. Native seed will provide wildlife forage and will reduce the re-invasion of the site by weeds.

Woody Plant Installation

Planters will install bare-root woody plants on portions of the site designated for woody plant cover. Planters will install plants in patterns that promote rapid coverage of selected areas with woody plants. Selected planting patterns will approximate natural distributions of plants while facilitating maintenance treatments such as mowing and spot spraying.

Native woody and herbaceous vegetation of the Tualatin River watershed includes over 400 species of plants, many of which have become rare or are now absent from the basin due to habitat loss and encroachment of non-native weeds. In the short term, this project will restore at least 30 of these species. As the site matures, additional species may be introduced to developing habitats to reflect species shifts of natural plant communities as they mature.

Maintenance

Maintenance will include regularly scheduled mowing and spot-spraying treatments to keep aggressive non-native weeds from becoming re-established and to allow native plant communities to develop. As proper wetland hydrology is restored and stands of native vegetation become well established, intervals between maintenance treatments will increase.

Vegetation and Hydrology Monitoring

Monitoring will examine and document changes in vegetation, hydrology and soils, both within the areas of Phases I and II and within the proposed area of Phase III. Vegetation monitoring will track native woody and herbaceous plant growth and development, non-native weed encroachment, herbivory, and other trends and factors influencing the restoration of native plant cover. Vegetation and wetland monitoring and reporting will conform to the attached "Vegetation Monitoring Protocol." Observation of trends and processes in the area of degraded scrub will help direct activities of Phase III which may include ditch plugging, dike breaching, and other activities in the lower reaches of the site to remove the stream from the ditch and reconnect it with the surrounding floodplain.

Phase III: Dike Breaching, Ditch Plugging and Plant Installation Within 180-acre Scrub Parcel

Dike Breaching, ditch plugging, and plant installation

Based on investigation of hydrologic cycles and processes in the existing scrub area, TRK will work with Metro to devise restoration treatments to restore hydrology, function, and appropriate vegetation to the

area of remaining scrub. These treatments may include dike breaching and ditch plugging, as well as revegetation.

Long-Term Stewardship

Metro and the Tualatin Riverkeepers are dedicated to long-term stewardship and management of the project area. At the conclusion of Phase 3, Metro and the Tualatin Riverkeepers will develop a long-term management plan to ensure success of the project. As native plants become established, treatments such as mowing, periodic grazing, and burning may be employed when practical and beneficial to maintenance of the site. Metro will apply other treatments such as periodic weed control, interplanting, and seeding of additional species as needed to adapt to changing site conditions and to promote further plant and habitat diversity.

PROJECT BENEFITS

Water Quality and Fish Habitat

Gradual restoration of streams to braided, meandering channels on the site is expected to more than double the length of channel available to anadromous fish, from 2.1 to over 4.5 miles. Additions of large wood and beaver-induced channel complexity will dramatically improve the quality of habitat in those stream reaches, benefiting endangered salmon and promoting redevelopment of natural stream conditions. Increased woody vegetation along stream channels will reduce water temperatures.

Plant Diversity

Seeding and planting treatments will restore plants now rare or declining in the Tualatin Watershed, including Willamette Valley wet prairie and Geyer willow scrub. These plant communities have been largely displaced throughout the Willamette Valley by development and by encroachment of more competitive tree species as a result of fire exclusion. The project will restore at least 10 acres of Oregon white oak and associated oak woodland species, and at least 30 acres of Geyer willow scrub. Wet prairie habitats have been almost entirely eliminated in the Tualatin Valley. The project will also restore 10 acres of wet prairie.

Ultimately, it is hoped that increased beaver activity and succession of beaver ponds will developa complex mosaic including a substantial component of palustrine emergent wetland.

Anticipated Wildlife Benefits

The conversion of canary grass-dominated wetlands to diverse scrub and woodland habitats will greatly increase the biological diversity of the fauna using the site, possibly including some species that appear to be in decline and are of special concern to biologists. Wetland systems host a much greater diversity of invertebrate fauna than do upland systems and are therefore of critical importance to many larger species that prey on invertebrate species.

Amphibians such as chorus frogs, western toads and red-legged frogs are likely to use the palustrine emergent wetland for breeding. If native turtles are present in the adjacent streams, they may use the wetland for feeding and basking prior to dry-up and use the adjacent uplands for nesting.

The greatest change in megafauna diversity will likely come from birds. Few bird species thrive presently in canary grass-infested portions of the site. After restoration, bird diversity is expected to gradually increase. Not only will the site become suitable breeding habitat for a host of species, it will also be more

attractive to many species during migration. The wetland shrub community will be suitable breeding habitat for the Yellow-breasted chat, a large warbler whose breeding status in the Willamette valley is of concern. Redwing blackbirds will undoubtedly use the site, but it is also possible that Tri-colored and Yellow-headed blackbirds, both of which are known to breed in the area, may be attracted to the site.

A number of mammals will benefit from this project including the Western grey squirrel, a user of oak woodlands; bats, most of which forage over open water and meadow; and mink.

Wildlife Monitoring

Monitoring wildlife response will involve a two-pronged approach; point counts for monitoring breeding bird occurrences, and area searches designed to detect and, to some degree, quantify occurrences of migrating birds, reptiles and amphibians.

Point counts will detect breeding birds in a given area by tallying both visual and audio detections at specific points during time constrained count periods. This type of monitoring works well for detecting the diversity of species using specific habitat types during the breeding season.

Area searches will be designed with individual species or guilds in mind. For example, seasonal searches of the wetlands for amphibian eggs will occur at different times and intensities than those that will occur for migrating shorebirds. Area searches require more intensive searching of specific habitats than do point counts, but are more flexible in the times that those searches will occur.

Surveys will be initiated in the spring prior to project installation. After the project is underway, periodic surveys will be timed depending on the developmental stages of the various habitat types. A complete round of surveys in a given year will include approximately six visits to the site - four visits in the spring from approximately mid-May until early to mid July for both point count and area searches, and then two visits in the fall (one early and one later) for area searches of migrating birds and other species of mammals, reptiles and amphibians.

Wetland and scrub habitat are expected to reach maturity much sooner than the forested wetland and therefore will reach maximum diversity and carrying capacity of wildlife sooner than will the woodland habitats. As a result, most of the relevant changes in animal diversity for the wetland, meadow and scrub habitat will likely occur within six years after project initiation, while the woodlands may take several decades to reach their maximum potential. Consequently, the non-woodland habitats will be monitored the first, third, and fifth years after completion of the project. Monitoring for the woodland habitats will occur in the first, fifth and fifteenth years after project completion. This scheme attempts to balance costs and timeline constraints while recognizing that some species that use the older seral stage woodlands, such as acorn woodpeckers and wood ducks, will likely not be detected.

The following table lists major plant communities and some of the wildlife species of concern that are expected to benefit from the project.

Proposed Habitat Type	**Current Condition**	**Acres**	**Potential Benefiting Species**
Palustrine emergent	Reed Canary Grass	10	Red-legged frog, Western toad, native turtles, Bats, Blackbirds (including Tri-colored and Yellow-headed), virginia rail, sora, american bitterns
Wetland scrub	Reed Canary Grass	15	Yellow-breasted Chat, willow flycatcher, beaver
Forested wetland	Reed Canary Grass	5	Ringneck snake, beaver

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 03-3323, FOR THE PURPOSE OF EXEMPTING THE PROCUREMENT OF A PERSONAL SERVICE CONTRACT FROM THE COMPETITIVE PROCUREMENT REQUIREMENTS OF THE METRO CODE

Date: April 21, 2003

Prepared by: Jim Morgan
Jennifer Budhabhatti

BACKGROUND

Metro Regional Parks and Greenspaces Department recently purchased the Killin wetlands located in Banks, Oregon. Killin wetlands consists of 260 acres of wetland and riparian habitat and the site still supports one of the largest remaining stands of Geyer's willow in Oregon. Approximately 80 acres of this site is infested with non-native reed canary grass and the remaining 180 acres contains areas of ash and willow interspersed with reed canary grass. There are approximately 2.1 miles of potential anadromous fish-bearing streams including Park Farm Creek and Sadd Creek on the property, all of which were channelized. This site was identified as a high priority for restoration and for building partnerships in the watershed.

Metro was contact by the Tualatin Riverkeepers (TRK) to apply for the Oregon Watershed Enhancement Board (OWEB) to conduct restoration on 30 acres for three years on the Killin property. Metro developed a conceptual restoration plan and endorsed the grant application to OWEB. TRK was awarded the OWEB grant for $57,116 pending Metro's acceptance of the grant. Thus with passage of this resolution, Metro would enter into a Memorandum of Agreement (MOA), also referred to as a "Cooperative Agreement", with TRK to allow them to conduct the restoration on site and thereby endorse TRK's acceptance of the OWEB grant.

ANALYSIS/INFORMATION

Known Opposition
No opposition to the proposed Agreement with TRK is anticipated.

Legal Antecedents
None

Anticipated Effects
As part of the watershed approach of water quality improvements and habitat restoration on public and private lands, TRK took the initiative to apply for funds to implement a restoration project on habitat that Metro identified as high priority. TRK secured an OWEB grant and made a direct contribution as part of matching funds to the project. Net result is improvement to degraded wetlands on Killin wetlands that will provide enhanced habitat with lower operation costs to Metro.

Budget Impacts
The project will result in restoring wildlife habitat at lower cost, while lowering long-term maintenance to Metro.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 03-3323