

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE) RESOLUTION NO. 96-2284
CONTRACTS WITH OREGON GRADUATE)
INSTITUTE, WETLANDS CONSERVANCY) Introduced by Mike Burton,
AND FRIENDS OF THE CLACKAMAS) Executive Officer
RIVER THAT WILL EXECUTE THE)
U.S. ENVIRONMENTAL PROTECTION)
AGENCY (EPA) GRANT TO METRO FOR)
THE CLACKAMAS RIVER WATERSHED)
TECHNICAL PROJECT)

WHEREAS, Metro recognizes the need to understand the region's water resources and watersheds and to develop technical information and data for them; and

WHEREAS, the Clackamas River is a regionally significant source of municipal drinking water, important cold water fishery and recreation area, all of which are affected by Metro's land use decisions; and

WHEREAS, the United States Environmental Protection Agency (EPA) has identified the Clackamas River as a significant resource in the Willamette River watershed; and

WHEREAS, EPA requested that Metro submit a grant proposal in cooperation with the Oregon Graduate Institute, Wetlands Conservancy and the Friends of the Clackamas River for funding to carry out the Clackamas River Watershed Technical Project; and


WHEREAS, the EPA awarded funds to Metro, in cooperation with its grant partners, to implement the Clackamas River Watershed Technical Project to produce technical information, develop a rapid field assessment methodology and to assess citizen stewardship needs; now therefore,

BE IT RESOLVED,

1. That Metro enter into contracts with the Oregon Graduate Institute, the Wetlands Conservancy and the Friends of the Clackamas River to implement the EPA-funded

Clackamas River Watershed Technical Project to develop technical information, maps and analyses.

ADOPTED by the Metro Council this 29th day of February 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2284 FOR THE PURPOSE OF APPROVING THE CONTRACTS THAT WILL EXECUTE THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) GRANT TO METRO FOR THE CLACKAMAS RIVER WATERSHED TECHNICAL PROJECT

Date: February 1, 1996

Presented by Rosemary Furfey

PROPOSED ACTION

This resolution provides that the Metro Council approve the contracts with the Oregon Graduate Institute's Student Watershed Research Project, Wetlands Conservancy and Friends of the Clackamas River that will execute the U.S. Environmental Protection Agency (EPA) grant that has been awarded to Metro and these partners for development of technical information, maps, watershed analyses and citizen monitoring for the Clackamas River watershed.

FACTUAL BACKGROUND

In early 1994, Metro staff began meeting with the U.S. Environmental Protection Agency's (EPA) Willamette Basin Initiative coordinator to explore opportunities for funding watershed technical analyses and mapping in the Clackamas River watershed. The Clackamas River watershed is of interest to Metro because a significant portion of the Region 2040 growth is projected for the Clackamas River watershed, it is also a significant regional source of drinking water and it is a significant cold water fishery for the Pacific Northwest. Because of these and other factors, staff sought financial resources to carry out technical work to address the current and future natural resource issues in the watershed.

The EPA Willamette Basin Initiative has funded project in the upper and mid-Willamette basin. EPA was seeking a project in the lower basin and the Clackamas River became EPA's focus due to its important salmon fishery and federal forest management issues. Based on several regional meetings, EPA identified potential project cooperators in the Metro region and requested a project proposal for the Clackamas River watershed. The organizations EPA chose to submit a joint proposal were: Metro, the Wetlands Conservancy and the Oregon Graduate Institute's Student Watershed Research Project (SWRP). In cooperation with these agencies, Metro identified the following key stakeholders to participate in the project: Clackamas County Utility Department, U.S. Forest Service, U.S. Bureau of Land Management, Clackamas River Water District and the EPA Laboratory in Corvallis.

Metro formed a technical committee made up of these representatives to provide technical assistance in developing a grant proposal and to ensure the project was complementary to work being coordinated by other agencies. The grant proposal was submitted to EPA by Metro on May 5, 1995. The grant was awarded by EPA to Metro on September 28, 1995, for a total amount of \$ 127,000. A project work plan and detailed schedule was submitted and accepted by

EPA in October 1995.

The goals of the first year of work are:

- survey and identify technical data available from different sources in the watershed;
- identify data gaps and make recommendations for addressing data deficiencies; survey existing rapid assessment methodologies and identify a method to use in selected sub-basins in the Clackamas River watershed;
- survey and identify current stewardship activities in the watershed and identify opportunities for future stewardship and restoration activities;
- initiate and fund a student watershed monitoring team in the Clackamas River watershed; and
- produce maps and other technical data which will be available to project cooperators and the public.

Metro staff made an informational presentation to the Metro Council's Growth Management Committee after the grant was awarded by EPA. The Metro Executive Officer made a presentation to the full Metro Council about the grant, its work plan and contract with EPA on December 14, 1995. Copies of the work plan and contract with EPA were provided at that briefing.

It is essential that the Council approve the contracts (attached as Exhibit A) with the partners designated by EPA in the grant so that staff can complete the tasks outlined in the work plan approved by EPA.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2284.

AGREEMENT

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736; and The Wetlands Conservancy, P.O. Box 1195, Tualatin, Oregon 97062, hereinafter referred to as PARTICIPANT.

Recitals:

WHEREAS, Metro has received a grant from the Environmental Protection Agency (EPA) for The Clackamas River Watershed Project, and under the terms of this grant a portion of said grant was set aside for participation by The Wetlands Conservancy; and

WHEREAS, Metro and PARTICIPANT desire to jointly accomplish a planning process for The Clackamas River Watershed Project which involves participation in technical research, technical meetings facilitation and public involvement; and

WHEREAS, Metro is empowered by ORS 268.350 to contract with any public agency to plan for aspects of land use and transportation having a significant impact upon the orderly and responsible development of the metropolitan area; and

WHEREAS, The participating parties include Metro and The Wetlands Conservancy; and

WHEREAS, Funding for the planning project is intended to consist of contributions from Metro and the U.S. Environmental Protection Agency (EPA). The CFDA program number and title for the federal funding is 66.SPX, Water Quality 104(b)3. Participant is considered a sub-recipient for purposes of this agreement; and

In consideration of the mutual covenants herein set forth, Metro and PARTICIPANT agree as follows:

Agreements:

1. Scope of Work

PARTICIPANT shall perform the specific tasks described in the Scope of Work identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement. All services and materials shall be provided by PARTICIPANT in accordance with the Scope of Work in a competent and professional manner. The PARTICIPANT shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional costs.

2. Term of Agreement

The term of the Agreement shall commence on December 1, 1995, and terminate on September 30, 1996, unless terminated earlier under the provisions of the Agreement.

3. Obligations of Metro

- a. Metro is the lead agency and project manager and will serve as liaison with the Environmental Protection Agency and other participating parties in all substantive and procedural matters relating to the project.
- b. Metro shall administer funding, including the local match component and all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.
- c. Metro will promptly respond to requests by PARTICIPANT for information and consultation regarding the project's Scope of Work.
- d. Metro will reimburse PARTICIPANT for expenses incurred in the performance of consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.

4. Obligations of Participant

- a. PARTICIPANT will perform those tasks identified within the Scope of Work (Exhibit A). Task descriptions in the work scope, and any applicable corresponding changes in the project scope of work and budget (identified as Exhibit A, attached hereto, and by this reference made a part hereto), only may be changed in writing jointly by Metro and PARTICIPANT. Any such modifications shall not exceed the total contract amount.
- b. PARTICIPANT will participate as required in the project's public involvement activities as outlined in the Scope of Work.
- c. PARTICIPANT will participate as outlined in the Scope of Work in the study's advisory committees.
- d. PARTICIPANT will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records

available to Metro for inspection at any reasonable time. Participant will promptly provide Metro's Accounting Division with a copy of any subsequent single audit report for this Project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

e. PARTICIPANT will submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.

5. Compensation to PARTICIPANT

a. Total amount of this contract shall not exceed SEVENTEEN THOUSAND SIX HUNDRED FORTY AND NO/100S DOLLARS (\$17,640.00). Metro will provide the matching funds for the federal funding.

b. PARTICIPANT shall be compensated for actual work performed as specified in the Scope of Work, not to exceed the total amount of this contract. In the event that the costs for the actual work for any individual task is projected to exceed the amount budgeted for that task in the project budget, attached as Exhibit A, PARTICIPANT's Project Manager shall obtain written approval from Metro's Project Manager for the applicable budget reallocation within the total project budget prior to exceeding the amount budgeted for that task.

6. Method of Payment

a. For work completed, PARTICIPANT shall send Metro monthly invoices accompanied with the description of the work performed. The invoice shall be in a format specified by Metro. These invoices shall document services provided by PARTICIPANT itemized by task and Work Element as specified in the Scope of Work and supported by documentation for reimbursable costs. Metro will review invoices for consistency with the Scope of Work and this Agreement.

b. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to Work Elements in the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by Work Element identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with Metro's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

Direct costs will also include reasonable travel expenses that are directly related to production of a specific product in the Scope of Work, including meals, lodging, transportation and incidental expenses for personnel while away from their headquarters overnight. Reimbursement for travel expenses shall be made in conformance with the established reimbursement policy of the agency claiming such expenses. Reimbursement of participant travel expenses shall be in accordance with the contract with the participant.

If PARTICIPANT uses a project allocation system, PARTICIPANT may submit project reports in lieu of time sheets and invoices, provided that the project allocation report consists of, at a minimum, the following elements: date, description (vendor name, employee name), reference number and cost.

An overhead rate may be used for portions of direct costs provided that the overhead rate is adjusted to the actual costs at least annually, and provided that no costs billed as part of the overhead rate are also billed directly. The overhead rate adjustment shall be reflected in an invoice at least annually.

PARTICIPANT's invoice shall contain a statement signed by PARTICIPANT's Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

c. Metro will compensate PARTICIPANT directly for each invoice after Metro has received reimbursement from funding sources consistent with section 5, above. Metro shall coordinate reimbursement requests and payments.

7. Project Managers

The overall coordination and direction shall be provided by Metro's Project Manager. Metro's Project Manager is Rosemary Furfey. PARTICIPANT's Project Manager is Esther Lev. Any change of Project Manager by Metro or PARTICIPANT shall be noticed in writing to the other party.

8. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

Metro

Rosemary Furfey
Growth Management Services
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Participant

Esther Lev
The Wetlands Conservancy
P.O. Box 1195
Tualatin, OR 97062

9. Liability and Indemnity

PARTICIPANT shall indemnify Metro for and hold Metro harmless from all claims arising out of the negligent acts or omissions caused by PARTICIPANT or PARTICIPANT's officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. PARTICIPANT shall be liable to Metro for any damage to Metro's property or injury to Metro's officers, employees or agents caused by PARTICIPANT, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall indemnify PARTICIPANT for, and hold PARTICIPANT harmless from, all claims arising out of the negligent acts or omissions caused by Metro or Metro's officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. Metro shall be liable to PARTICIPANT for any damage to PARTICIPANT's property or injury to PARTICIPANT's officers, employees or agents caused by Metro subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

10. Termination for Default

PARTICIPANT shall be deemed to be in material breach if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, Metro shall provide PARTICIPANT with written notice of default and allow PARTICIPANT thirty (30) days within which to cure the defect. In the event PARTICIPANT does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for default. PARTICIPANT shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

PARTICIPANT shall be liable to Metro for all reasonable costs and actual damages incurred by Metro as a result of a termination for default.

If, after notice of termination, the parties agree or a court finds that PARTICIPANT was not in default or that the default was excusable, such as a strike, fire, flood or other event that is not the fault of, or is beyond the control of PARTICIPANT, Metro may allow PARTICIPANT to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for Metro's convenience.

11. Termination for Convenience

Metro or PARTICIPANT may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to Metro or PARTICIPANT. Upon termination under this paragraph, PARTICIPANT shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, PARTICIPANT shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by PARTICIPANT. Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless PARTICIPANT can show good cause beyond its control for the delay.

12. Applicable Laws

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 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that participant and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs or models which are prepared or developed in connection with

this project shall become public property. All work products provided by Metro pursuant to this Agreement shall be made available to PARTICIPANT, and all work products provided by PARTICIPANT pursuant to this Agreement shall be made available to Metro.

14. Project Records

Comprehensive records and documentation relating to the Scope of Work shall be maintained by Metro, PARTICIPANT and all of their contractors.

Each party shall establish and maintain books, records, documents and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within Metro's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." PARTICIPANT shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs.

15. Audits, Inspections and Retention of Records

Metro, the U.S. Environmental Protection Agency and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of PARTICIPANT's and Metro's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by PARTICIPANT and Metro and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. Metro shall notify PARTICIPANT of any disallowed amounts stating the reasons therefor. Any funds paid to PARTICIPANT in excess of the amount to which PARTICIPANT is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by PARTICIPANT to Metro.

16. Independent Contractor

PARTICIPANT shall be deemed an independent contractor for all purposes, and the employees of PARTICIPANT or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of Metro. As such, the employees of PARTICIPANT, its contractors and subcontractors shall not be subject to any withholding for tax, social security or other purposes by Metro, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from Metro.

17. Compliance With Laws and Regulations

Metro and PARTICIPANT shall adhere to all applicable federal, state and local laws, regulations and policies including, but not limited to those included in "Exhibit B, Federal Requirements," and those related to Workers' Compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Metro and PARTICIPANT shall adhere to all safety standards and regulations established by Metro for work performed on its premises or under its auspices. The regulatory authority is 40CFR, Part 31.

18. Subcontract Inclusions

PARTICIPANT shall include language substantially similar to the language contained in Exhibit B, Federal Requirements of this Agreement in all subcontracts entered into pursuant to this Agreement.

19. Copyright, Patent Rights, Trademarks and Trade Secrets

PARTICIPANT shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by PARTICIPANT or infringements caused by PARTICIPANT subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall hold PARTICIPANT harmless, indemnify and pay the entire cost of defending any claim or suit brought against PARTICIPANT for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

20. Subcontractors and Assignments

Neither Metro nor PARTICIPANT shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither PARTICIPANT nor Metro by this Agreement incurs any liability to third persons for payment of any compensation provided herein to Metro or PARTICIPANT except as provided under the terms of this Agreement.

21. Quality of Work

PARTICIPANT agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, PARTICIPANT will make every effort to understand Metro's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. PARTICIPANT shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

22. Reports

Publication of all reports shall give credit to the funding parties. The following statement will be included in each report

Preparation of this report has been funded in part by the U.S. Environmental Protection Agency. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the U.S. Environmental Protection Agency and Metro.

23. Labor and Material

PARTICIPANT shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to Metro other than the compensation provided in this Agreement.

24. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

25. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO

THE WETLANDS CONSERVANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A

SCOPE OF WORK

TASKS OF THE WETLANDS CONSERVANCY
THE CLACKAMAS RIVER WATERSHED PROJECT

- Task 1.2 The Wetland Conservancy (TWC) staff will work with Metro staff to write job description and participate in application screening and to interview potential candidates.
16 hrs. Cost: \$ 640 November-December 1995
Product: Staff person hired and working on project
- Task 1.3 TWC staff will write scope of work and make all necessary partnership agreements with Metro.
5 hrs. Cost: \$ 200 November 1995
Product: Scope of work acceptable to all project partners
- Task 1.4 TWC staff will work with Metro staff to develop a survey form to be sent to all groups and agencies that may have technical information on the Clackamas River watershed
8 hrs. Cost: \$ 320 December 1995
Product: Data survey
- Task 1.6 TWC staff will work with Metro staff to design and facilitate meeting with Technical Advisory Committee to share results of surveys and interviews
10 hrs. Cost: \$ 400 January 1996
Product: Workshop
- Task 2.1 TWC staff will visit EPA Lab in Corvallis and review any rapid assessment protocols they have in their reference library. Researchers at Oregon State University will be interviewed about various methodologies as well as telephone interviews with other sources around the United States.
22 hrs. Cost: \$ 80 April 1996
Product: Matrix summarizing data and interviews
- Task 2.2 TWC staff will work with Metro staff to design and facilitate workshops with technical committee to define long-term objectives for the Clackamas watershed.
30 hrs. Cost: \$ 1,200 April 1996
Product: Written summary of long-term objectives

- Task 2.4 Based on review of watershed assessment methodologies, TWC will make a recommendation for protocol most suitable for the Clackamas watershed.
8 hrs. Cost: \$ 320 May 1996
Product: Written recommendation of methodology
- Task 2.5 Plan and facilitate meeting with Technical Advisory Committee to approve a rapid assessment methodology and choose several sub-basins within the Clackamas watershed to test the methodology.
8 hrs. Cost: \$ 320 May 1996
Product: Methodology and selection of sites
- Task 3.1 TWC staff will help to identify technical assistance needs of friends and citizen groups interested in doing restoration within the Clackamas watershed.
15 hrs. Cost: \$ 600 May to July 1996
Product: A list of groups and technical assistance needs
- Task 3.2 TWC staff will meet with staff and citizens involved in the McKenzie River Watershed Council and Private Landowner Project on the mid-Willamette Valley. In addition, a minimum of two exchanges between citizens of all three groups will be arranged.
100 hrs. Cost: \$ 4,000 May to August 1996
Product: A minimum of two citizen exchanges
- Task 3.3 Conduct outreach to private landowners in several of the sub-basins. Identify interests and needs of private landowners that are compatible with restoration and protection of the bio-diversity of the Clackamas River watershed.
40 hrs. Cost: \$ 1,600 July to August 1996
Product: A list of interested landowners and potential projects
- Task 3.5 Based on information collected from citizen groups, public property owners and private landowners develop criteria for a small grants restoration program.
10 hrs. Cost: \$ 400 August 1996
Product: Criteria for small grants program
- Task 4.1 Work with Metro staff and all other partners to evaluate the success of this effort. Based on results from the evaluation, develop a draft year two work plan. Meet with technical committee to discuss evaluation and draft year two work plan.
96 hrs. Cost: \$ 3,840 July to August 1996
Product: Written evaluation, draft year two work plan and budget

Task 5.1 On-going project coordination among partners. This will consist of a minimum of one meeting per month.
96 hrs. Cost: \$ 2,920 November 1995 to August 1996
Product: Monthly meeting report

Total Hours: 441 @ \$40/Hr.

Total Budget: \$ 17,640

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EXHIBIT B

FEDERAL REGULATIONS
EPA GRANT

CLACKAMAS RIVER WATERSHED

1. The recipient agrees that it will comply with the provisions of OMB Circular A-12 governing the audit of State and local government and Indian tribe federal assistance recipients for fiscal years that begin after December 31, 1984.
2. The Financial Status Report (FSR), Standard Form 269, for this award shall be submitted to the Grants Administration Section, MD-140, within 90 days after the end of the budget period. If the period is longer than one year, or if the agreement is revised to extend the budget period beyond one year, the recipient must submit an annual FSR within 90 days after the end of each anniversary of the agreement.
3. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.
4. The cost principles of OMB Circular A-87 are applicable to this award. When indirect costs are included within the assistance budget, the recipient must be in compliance with A-87 and EPA regulations regarding allowable project costs. Actual indirect costs charged to this Assistance Agreement may not exceed the final approved rates as negotiated annually between the recipient and the appropriate cognizant Federal agency. A copy of the negotiated rate must be submitted to Region 10 Grants Administration Section and will become part of the Grants file.
5. Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to Standard Forms. These forms are printed on recycled paper as available through the General Services Administration.
6. Effective October 1, 1994, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.
7. Small and Disadvantaged Business Utilization Requirements

In accordance with EPA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises (DBE) in procurement under assistance programs, the recipient agrees to:

- a. Ensure to the fullest extent possible that at least 8% of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals.
 - b. Include in its bid documents a requirement that prime contractors and subcontractors meet the same 8% requirement as noted in the above paragraph.
 - c. Follow the six affirmative steps stated in 40 CFR 33.240 or 40 CFR 31.36(e), as appropriate.
 - d. Follow Standard Form (SF) 334 ("MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Financial Assistance") reporting requirements.
 1. The recipient agrees to submit SF-334 beginning with the Federal fiscal quarter the recipient awards its first contract and continuing until all contracts and subcontracts have been reported.
 2. These reports must be submitted quarterly to EPA, Region 10, Grants Administration Section MD-140, 1200 Sixth Ave., Seattle, WA 98101.
 3. The SF-334s are due no later than 30 days after each reporting quarter. Reporting quarters are: (1) Oct. thru Dec., (2) Jan. thru Mar., (3) Apr. thru Jun., and (4) Jul. thru Sept.
8. **Small Business in Rural Areas (SBRAs)**

If a contract is awarded under this assistance agreement, the recipient agrees and is required to utilize the following affirmative steps to the maximum extent practicable:

- a. Place SBRAs on solicitation lists;
- b. Make sure that SBRAs are solicited whenever there are potential sources;
- c. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establish delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;

- e. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Require the contractor to comply with the affirmative steps outlined above if subcontracts are awarded.

There is no formal reporting requirement for SBRA's at this time; it is recommended that the recipient keep records of SBRA participation.

AGREEMENT

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736; and The Oregon Graduate Institute, Student Watershed Research Project (SWRP), P. O. Box 91000, Portland, Oregon 97291-1000, hereinafter referred to as PARTICIPANT.

Recitals:

WHEREAS, Metro has received a grant from the Environmental Protection Agency (EPA) for The Clackamas River Watershed Project, and under the terms of this grant a portion of said grant was set aside for participation by The Oregon Graduate Institute, Student Watershed Research Project; and

WHEREAS, Metro and PARTICIPANT desire to jointly accomplish a planning process for The Clackamas River Watershed Project which involves participation in technical research, technical meetings facilitation and public involvement; and

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WHEREAS, The participating parties include Metro and The Oregon Graduate Institute; and

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The term of the Agreement shall commence on December 1, 1995, and terminate on September 30, 1996, unless terminated earlier under the provisions of the Agreement.

3. Obligations of Metro

- a. Metro is the lead agency and project manager and will serve as liaison with the Environmental Protection Agency and other participating parties in all substantive and procedural matters relating to the project.
- b. Metro shall administer funding, including the local match component and all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.
- c. Metro will promptly respond to requests by PARTICIPANT for information and consultation regarding the project's Scope of Work.
- d. Metro will reimburse PARTICIPANT for expenses incurred in the performance of consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.

4. Obligations of Participant

- a. PARTICIPANT will perform those tasks identified within the Scope of Work (Exhibit A). Task descriptions in the work scope, and any applicable corresponding changes in the project scope of work and budget (identified as Exhibit A, attached hereto, and by this reference made a part hereto), only may be changed in writing jointly by Metro and PARTICIPANT. Any such modifications shall not exceed the total contract amount.
- b. PARTICIPANT will participate as required in the project's public involvement activities as outlined in the Scope of Work.
- c. PARTICIPANT will participate as outlined in the Scope of Work in the study's advisory committees.

d. PARTICIPANT will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records

available to Metro for inspection at any reasonable time. Participant will promptly provide Metro's Accounting Division with a copy of any subsequent single audit report for this Project as required by the Single Audit Act of 1984 and thereby demonstrate full and complete compliance with all grant requirements.

e. PARTICIPANT will submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.

5. Compensation to PARTICIPANT

a. Total amount of this contract shall not exceed TEN THOUSAND AND NO/100S DOLLARS (\$10,000.00). Metro will provide the matching funds for the federal funding.

b. PARTICIPANT shall be compensated for actual work performed as specified in the Scope of Work, not to exceed the total amount of this contract. In the event that the costs for the actual work for any individual task is projected to exceed the amount budgeted for that task in the project budget, attached as Exhibit A, PARTICIPANT's Project Manager shall obtain written approval from Metro's Project Manager for the applicable budget reallocation within the total project budget prior to exceeding the amount budgeted for that task.

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a. For work completed, PARTICIPANT shall send Metro monthly invoices accompanied with the description of the work performed. The invoice shall be in a format specified by Metro. These invoices shall document services provided by PARTICIPANT itemized by task and Work Element as specified in the Scope of Work and supported by documentation for reimbursable costs. Metro will review invoices for consistency with the Scope of Work and this Agreement.

b. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to Work Elements in the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by Work Element identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on

actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with Metro's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

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The overall coordination and direction shall be provided by Metro's Project Manager. Metro's Project Manager is Rosemary Furfey. PARTICIPANT's Project Manager is Jane Blair. Any change of Project Manager by Metro or PARTICIPANT shall be noticed in writing to the other party.

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All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

Metro

Rosemary Furfey
Growth Management Services
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Participant

Jane Blair, Director
Oregon Graduate Institute
Student Watershed Research Prj.
P.O. Box 91000
Portland, OR 97291-1000

9. Liability and Indemnity

PARTICIPANT shall indemnify Metro for and hold Metro harmless from all claims arising out of the negligent acts or omissions caused by PARTICIPANT or PARTICIPANT's officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. PARTICIPANT shall be liable to Metro for any damage to Metro's property or injury to Metro's officers, employees or agents caused by PARTICIPANT, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

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PARTICIPANT shall be deemed to be in material breach if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, Metro shall provide PARTICIPANT with written notice of default and allow PARTICIPANT thirty (30) days within which to cure the defect. In the event PARTICIPANT does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for default. PARTICIPANT shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

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If, after notice of termination, the parties agree or a court finds that PARTICIPANT was not in default or that the default was excusable, such as a strike, fire, flood or other event that is not the fault of, or is beyond the control of PARTICIPANT, Metro may allow PARTICIPANT to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for Metro's convenience.

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Metro or PARTICIPANT may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to Metro or PARTICIPANT. Upon termination under this paragraph, PARTICIPANT shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, PARTICIPANT shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by PARTICIPANT. Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless PARTICIPANT can show good cause beyond its control for the delay.

12. Applicable Laws

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 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that participant and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs or models which are prepared or developed in connection with

this project shall become public property. All work products provided by Metro pursuant to this Agreement shall be made available to PARTICIPANT, and all work products provided by PARTICIPANT pursuant to this Agreement shall be made available to Metro.

14. Project Records

Comprehensive records and documentation relating to the Scope of Work shall be maintained by Metro, PARTICIPANT and all of their contractors.

Each party shall establish and maintain books, records, documents and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within Metro's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." PARTICIPANT shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs.

15. Audits, Inspections and Retention of Records

Metro, the U.S. Environmental Protection Agency and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of PARTICIPANT's and Metro's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by PARTICIPANT and Metro

and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. Metro shall notify PARTICIPANT of any disallowed amounts stating the reasons therefor. Any funds paid to PARTICIPANT in excess of the amount to which PARTICIPANT is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by PARTICIPANT to Metro.

16. Independent Contractor

PARTICIPANT shall be deemed an independent contractor for all purposes, and the employees of PARTICIPANT or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of Metro. As such, the employees of PARTICIPANT, its contractors and subcontractors shall not be subject to any withholding for tax, social security or other purposes by Metro, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from Metro.

17. Compliance With Laws and Regulations

Metro and PARTICIPANT shall adhere to all applicable federal, state and local laws, regulations and policies including, but not limited to those included in "Exhibit B, Federal Requirements," and those related to Workers' Compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Metro and PARTICIPANT shall adhere to all safety standards and regulations established by Metro for work performed on its premises or under its auspices. The regulatory authority is 40CFR, Part 31.

18. Subcontract Inclusions

PARTICIPANT shall include language substantially similar to the language contained in Exhibit B, Federal Requirements of this Agreement in all subcontracts entered into pursuant to this Agreement.

19. Copyright, Patent Rights, Trademarks and Trade Secrets

PARTICIPANT shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by PARTICIPANT or infringements caused by PARTICIPANT subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall hold PARTICIPANT harmless, indemnify and pay the entire cost of defending any claim or suit brought against PARTICIPANT for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

20. Subcontractors and Assignments

Neither Metro nor PARTICIPANT shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither PARTICIPANT nor Metro by this Agreement incurs any liability to third persons for payment of any compensation provided herein to Metro or PARTICIPANT except as provided under the terms of this Agreement.

21. Quality of Work

PARTICIPANT agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, PARTICIPANT will make every effort to understand Metro's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. PARTICIPANT shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

22. Reports

Publication of all reports shall give credit to the funding parties. The following statement will be included in each report

Preparation of this report has been funded in part by the U.S. Environmental Protection Agency. The opinions, findings and conclusions expressed in this report are those of the authors

and are not necessarily those of the U.S. Environmental Protection Agency and Metro.

23. Labor and Material

PARTICIPANT shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to Metro other than the compensation provided in this Agreement.

24. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

25. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO

OREGON GRADUATE INSTITUTE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

TASKS OF THE OREGON GRADUATE INSTITUTE
THE CLACKAMAS RIVER WATERSHED PROJECT
Student Watershed Research Project (SWRP)

Objective 1: Identify and inventory technical data

Task 1.3 Write contracts with project partners and finalize project agreements.

SWRP Write project workplan and formalize administrative arrangements.

Products: Workplan and contract

Objective 3: Stewardship and Education

Task 3.4 Initiate and support one new Student Watershed Research Project (SWRP) group in the Clackamas River watershed. Continuation funding for one additional student group.

Products: One new student watershed group funded and one continuing group maintained.

Background: The Student Watershed Research Project (SWRP) involves teachers and students in field research with practicing scientists. Students work with government agencies and university researchers to collect, interpret and communicate data from a local watershed. It is the mission of SWRP to develop awareness, knowledge, skills and commitment leading to responsible behavior and constructive actions with regard to water quality and watershed resources. Initial funding for SWRP was provided by the National Science Foundation and participating agencies.

Overview: These funds will be primarily used to support Nancy Jacobson, teacher at Clackamas High School. Nancy is a new teacher to SWRP representing initial involvement of Clackamas High School. Secondly, funds will be used to support Linda Heinrick at Parkrose High School. Linda is new to the SWRP program and will be continuing monitoring performed by previous Parkrose High School teachers.

Teachers will train students extensively in the classroom and field to collect and analyze physical, chemical and biological data to each of two sampling sites.

Sub-Task A: School Costs

The direct school costs involve the initial acquisition of monitoring equipment, chemicals and supplies for us throughout the year, reimbursement of costs for bus transportation and for substitute teachers in order to allow participation in field monitoring.

The school groups will analyze the quality of the watershed by measuring several in-stream chemical parameters, quantifying microbiological contamination, performing macroinvertebrate and vegetation inventories, and completing an overall habitat assessment. Students participate in field data collection activities to monitor trends and improve understanding of natural and human influences in the basin.

The Clackamas High School group will be taking a minimum of two trips (October and April) to sites on Rock Creek in Clackamas County. Rock Creek is a tributary of the Clackamas River a couple of miles northwest of the town of Carver. Monitoring may also be performed on Kellogg Creek, a tributary of the Willamette River in the Clackamas/Milwaukie area. This will add to one and a half years of prior data on Rock Creek.

Product: Field analysis and initial reporting of data from two sites on Rock Creek in Clackamas County, in both October and April.

The Parkrose High School group will be taking two trips (October and April) to two sites on Eagle Creek, a tributary of the Clackamas River near Estacada. This will add to two years of prior data on Eagle Creek.

Product: Field analysis and initial reporting of data from two sites on Eagle Creek in Clackamas County, in both October and April.

Sub-Task B: Training

Initial training occurred at a four-day workshop July 31-August 3, 1995 to prepare teachers for the 1995-96 school year. Additional training occurs throughout the year to cover all aspects of the SWRP project. Additional training includes computer software needed for data compilation and data transfer, specific technical help with areas corresponding to each teacher's previous background.

Product: Teachers with the technical skills and practice needed to utilize data collection equipment and techniques and subsequently train their students.

Sub-Task C: Technical Support

All data collected through the SWRP program is audited by project staff for scientific credibility prior to including in the project database. Results are compared to Quality Control values analyzed by professional labs, where applicable. All data is reviewed in the context of the methods used. After review, data results are discussed with each participating teacher.,

Prior to field monitoring, student groups analyze the nutrient concentrations of synthetic samples made by participating agency laboratories. The concentrations are then compared to the known concentrations of these nutrients as an initial step in a rigorous quality control program. During the field testing, duplicate samples are collected and analyzed at commercial and participating agency laboratories to check the accuracy of student data. Plant collections are reviewed and checked for proper identifications by project staff.

Data are transmitted to a regional database and then disseminated to agencies and community groups. Watershed data are maintained on a project-developed database at the Oregon Graduate Institute of Science and Technology. Quality control data are stored and reported with student data. This system is designed to provide custom reports in a variety of formats for use by participating agencies, community groups and students.

Product: Inclusion of new data from Rock Creek and Eagle Creek into the SWRP database.

Sub-Task D: Site Reports and Data Presentation

Additional SWRP teachers are performing watershed monitoring within the Clackamas and lower Willamette watersheds. There are a total of eight sites in the Clackamas Basin with a SWRP monitoring history. Teachers and students working on these sites will produce comprehensive site reports including previous data and descriptions of each site.

Products: Site reports on the Clackamas River (2 sites) and tributaries, Deep Creek (2 sites), Eagle Creek (2 sites), Rock Creek (2 sites).

Annual one-day watershed summit at Pacific University in Forest Grove, Oregon. Students present their findings to representatives of cooperating agencies and institutions in an open poster session and oral presentations. The fourth Watershed Summit is scheduled for May 17, 1996.

Products: Student oral and poster presentations.

Objective 5: Project Management and Coordination

Task 5.1 Conduct monthly steering committee meetings (Metro, Wetlands Conservancy and SWRP) and produce periodic project status reports and distribute to technical committee partners in the watershed and to EPA. Coordinate all technical advisory committee meetings and communication with cooperators in the watershed and elsewhere.

Product: Steering committee and periodic project status reports.

**BUDGET
 FOR WILLAMETTE BASIN INITIATIVE
 STUDENT WATERSHED RESEARCH PROJECT**

(1995-96)

Item	Clackamas High School (full support)	Parkrose High School (partial support)	Additional Schools	Total
School Costs:				
Start-up Equip	\$ 1,750			\$ 1,750
Supplies	400	200		600
Bus Trans.	250	100		350
Sub. Teachers	350	100		450
Training:				
Workshop	500			500
Additional training	500	500		1,000
Technical Support:				
Database Support	1,000	1,000		2,000
Quality Control	1,000	1,000		2,000
Final Outcome:				
Site Reports	200	200	250	650
Presentations	350	350		700
Total Budgeted:	\$ 6,300	\$ 3,450	\$ 250	\$10,000

I:\admin\darlene\cont\904699
 12/15/95

AGREEMENT

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736; and Friends of the Clackamas River, Attn: Wade Newbegin, Treasurer, 10025 S.W. Allen, Beaverton, Oregon 97005, hereinafter referred to as PARTICIPANT.

Recitals:

WHEREAS, Metro has received a grant from the Environmental Protection Agency (EPA) for The Clackamas River Watershed Project, and under the terms of this grant a portion of said grant was set aside for participation by The Wetlands Conservancy; and

WHEREAS, Metro and PARTICIPANT desire to jointly accomplish a planning process for The Clackamas River Watershed Project which involves participation in technical research, technical meetings facilitation and public involvement; and

WHEREAS, Metro is empowered by ORS 268.350 to contract with any public agency to plan for aspects of land use and transportation having a significant impact upon the orderly and responsible development of the metropolitan area; and

WHEREAS, The participating parties include Metro and Friends of the Clackamas River; and

WHEREAS, Funding for the planning project is intended to consist of contributions from Metro and the U.S. Environmental Protection Agency (EPA). The CFDA program number and title for the federal funding is 66.SPX, Water Quality 104(b)3. Participant is considered a sub-recipient for purposes of this agreement; and

In consideration of the mutual covenants herein set forth, Metro and PARTICIPANT agree as follows:

Agreements:

1. Scope of Work

PARTICIPANT shall perform the specific tasks described in the Scope of Work identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement. All services and materials shall be provided by PARTICIPANT in accordance with the Scope of Work in a competent and professional manner. The PARTICIPANT shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional costs.

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The term of the Agreement shall commence on December 1, 1995, and terminate on September 30, 1996, unless terminated earlier under the provisions of the Agreement.

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- a. Metro is the lead agency and project manager and will serve as liaison with the Environmental Protection Agency and other participating parties in all substantive and procedural matters relating to the project.
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Rosemary Furfey
Growth Management Services
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Participant

Wade Newbegin, Treasurer
Friends of the Clackamas River
10025 S.W. Allen
Beaverton, OR 97005

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Metro or PARTICIPANT may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to Metro or PARTICIPANT. Upon termination under this paragraph, PARTICIPANT shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, PARTICIPANT shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by PARTICIPANT. Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless PARTICIPANT can show good cause beyond its control for the delay.

12. Applicable Laws

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 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that participant and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs or models which are prepared or developed in connection with

this project shall become public property. All work products provided by Metro pursuant to this Agreement shall be made available to PARTICIPANT, and all work products provided by PARTICIPANT pursuant to this Agreement shall be made available to Metro.

14. Project Records

Comprehensive records and documentation relating to the Scope of Work shall be maintained by Metro, PARTICIPANT and all of their contractors.

Each party shall establish and maintain books, records, documents and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within Metro's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." PARTICIPANT shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs.

15. Audits, Inspections and Retention of Records

Metro, the U.S. Environmental Protection Agency and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of PARTICIPANT's and Metro's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by PARTICIPANT and Metro and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. Metro shall notify PARTICIPANT of any disallowed amounts stating the reasons therefor. Any funds paid to PARTICIPANT in excess of the amount to which PARTICIPANT is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by PARTICIPANT to Metro.

16. Independent Contractor

PARTICIPANT shall be deemed an independent contractor for all purposes, and the employees of PARTICIPANT or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of Metro. As such, the employees of PARTICIPANT, its contractors and subcontractors shall not be subject to any withholding for tax, social security or other purposes by Metro, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from Metro.

17. Compliance With Laws and Regulations

Metro and PARTICIPANT shall adhere to all applicable federal, state and local laws, regulations and policies including, but not limited to those included in "Exhibit B, Federal Requirements," and those related to Workers' Compensation, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Metro and PARTICIPANT shall adhere to all safety standards and regulations established by Metro for work performed on its premises or under its auspices. The regulatory authority is 40CFR, Part 31.

18. Subcontract Inclusions

PARTICIPANT shall include language substantially similar to the language contained in Exhibit B, Federal Requirements of this Agreement in all subcontracts entered into pursuant to this Agreement.

19. Copyright, Patent Rights, Trademarks and Trade Secrets

PARTICIPANT shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by PARTICIPANT or infringements caused by PARTICIPANT subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall hold PARTICIPANT harmless, indemnify and pay the entire cost of defending any claim or suit brought against PARTICIPANT for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

20. Subcontractors and Assignments

Neither Metro nor PARTICIPANT shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither PARTICIPANT nor Metro by this Agreement incurs any liability to third persons for payment of any compensation provided herein to Metro or PARTICIPANT except as provided under the terms of this Agreement.

21. Quality of Work

PARTICIPANT agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, PARTICIPANT will make every effort to understand Metro's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. PARTICIPANT shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

22. Reports

Publication of all reports shall give credit to the funding parties. The following statement will be included in each report

Preparation of this report has been funded in part by the U.S. Environmental Protection Agency. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the U.S. Environmental Protection Agency and Metro.

23. Labor and Material

PARTICIPANT shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to Metro other than the compensation provided in this Agreement.

24. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

25. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO

FRIENDS OF THE CLACKAMAS RIVER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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03/25/95

EXHIBIT A

SCOPE OF WORK

TASKS OF FRIENDS OF THE CLACKAMAS RIVER THE CLACKAMAS RIVER WATERSHED PROJECT

I. Introduction

Friends of the Clackamas River applied to the EPA Willamette Basin Initiative for funding to produce a video about the Clackamas River. Funding of \$2,000 was approved and that amount was added to Metro's EPA grant for pass through to the Friends of the Clackamas River.

II. Scope of Work

The Friends of the Clackamas River are producing a video about the Clackamas River. A total of \$2,000 will be used from the EPA Willamette Basin Initiative funding to Metro to complete this project.

The video is near completion and funds will be used to reimburse the Friends group for final costs to produce, edit and copy the video.

The Friends of the Clackamas River will submit invoices to Metro describing how much money was spent and on what for the video. Payment will be on a reimbursement basis only.

III. Timing

The project will be completed in early 1996. Invoices will be submitted as work is completed.

IV. Funding

The total amount to be reimbursed to the Friends of the Clackamas River will be \$2,000.

V. Contact

The coordinator for this project is Scott Hamersly, President, Friends of the Clackamas River