

Department of Fish and Wildlife

Procurement Services 3406 Cherry Avenue NE Salem, Oregon 97303 503-947-6133

Fax: 503-947-6140 TDD: 503-947-6339

Internet WWW: http://www.dfw.state.or.us/

To Rachel

February 4, 2005



Elaine Stewart Metro 600 NE Grand Ave. Portland, OR 97232-2736

RE: Intergovernmental Agreement - Smith and Bybee Lakes Wetland Restoration

Dear Elaine:

Attached are two originals of the above referenced Agreement. If you find this Agreement acceptable, please obtain signatures on both originals and return to me. Once it is fully executed – I will forward one original to you.

If you should have any questions, please feel free to contact me at (503) 947-6136 or: lisa.merino@state.or.us.

Thank you very much.

Sincerely,

Lisa Merino

Procurement Specialist

Att: 2



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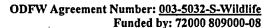
Thank you very much.

Sincerely,

Lisa Merino

Procurement Specialist

Att: 2





INTERGOVERNMENTAL AGREEMENT between OREGON DEPARTMENT OF FISH & WILDLIFE and METRO for SMITH AND BYBEE LAKES WETLAND RESTORATION

Authorization. The Oregon Department of Fish and Wildlife enters into this Intergovernmental Agreement (Agreement) under the authority of ORS 190.110. This Agreement is between the State of Oregon, acting by and through its Department of Fish and Wildlife (Agency), and Metro (Recipient).

Objective. The project objective is to restore a large, tidally influenced seasonal and semipermanent wetland on Recipient's property. Funding will be provided to Recipient to fabricate and install metal trash racks on an existing water control structure which will enable site management to provide a complex of open water, bottomland hardwood forest, emergent wetland and mudflat habitats in Bybee Lake (400 acres) and Smith Lake (800 acres).

- 1. Effective Date and Duration. This Agreement shall become effective on date of last signature and unless terminated or extended, this Agreement expires when the Agency accepts the Recipient's completed performance or on June 30, 2005, whichever date occurs first.
- 2. Statement of Work. The Statement of Work (Work), including the delivery schedule and budget for such Work is contained in Exhibit A, which is attached and incorporated by reference into this Agreement.
- 3. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement, Exhibit A (Statement of Work and Budget).
- 4. Consideration. The Agency agrees to pay the Recipient an amount not to exceed \$17,500 for accomplishing the Work required by this Agreement. The Recipient may make changes among budget categories if the Agency approves these in advance, and in writing.

5. Funds Available and Authorized.

The Recipient may not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. The Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the Agency's biennial appropriation or other expenditure authority. The Recipient understands and agrees that the Agency's payment of amounts under this Agreement attributable to Work

EXHIBIT A STATEMENT OF WORK SMITH AND BYBEE LAKES WETLAND RESORATION **ADMINISTRATIVE SUMMARY**

Funding Source:

Waterfowl Stamp Funds

METRO INFORMATION:

Project Manager:

Elaine Stewart

Address:

METRO

600 NE Grand Avenue

Portland, Oregon 97232-2736

Telephone:

(503) 797-1515

Administrative Contact:

Rachel Fox

Address:

METRO

600 NE Grand Avenue

Portland, Oregon 97232-2736

Telephone:

(503) 797-1856

OREGON DEPARTMENT OF FISH AND WILDIFE INFORMATION:

Project Leader:

Brad Bales

Address:

ODFW

3406 Cherry Avenue NE

Salem, Oregon 97303

Telephone:

(503) 947-6322

Contracting Contact:

Lisa Merino

Address:

ODFW

3406 Cherry Avenue NE

Salem, Oregon 97303

Telephone:

(503) 947-6136

Accounts Receivable:

Pat Tanner

Address:

ODFW

3406 Cherry Avenue NE

Salem, Oregon 97303

Telephone:

(503)

	EXHI	BIT A		·-
	STATEME	NT OF WORK		
	SMITH AND BYBEE L	AKES WETLAND	RESTORATION	Y
Grantor: Oregon Departr	nent of Fish and Wildlife	• • who removed contest course which is a substractive	можения придости в продукти и подорог в перво	· ·
Grantee: METRO				
Project Title:	Smith and Bybee Lakes W	•		
Project Start Date:	Date of Last Signature	_		
				_
BUDGET				
PERSONNEL	** 1869-86400-864146180-1844878-1859-1858-1858-1858-1858-1858-1858-185	LIBERT TO LEGISLA CON CONTRACTOR	84.25% D20.987888 ASSESSED ASSESSED BEG	Cost
Project Manager				\$500
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TOTAL PERSONNEL C	OSTS			\$500
•		•	-	
Materials			. •	Cost
Item (all items are estima	tes)			
		•		
,		Subtotal	\$	- \$0
		_		
	•	Total P/S & S/S	\$	- \$500
Capital Outlay				\$0
Contractual Services				\$17,000
		Total Grant		\$17,500
•				
	Stat	e funds authorized:	•	\$17,500

AMENDMENT 1 to INTERGOVERNMENTAL AGREEMENT NO. 003-5032-S-Wildlife SMITH AND BYBEE LAKES WETLAND RESTORATION

This is Amendment No. 1 to the Intergovernmental Agreement between the Oregon Department of Fish and Wildlife ("Agency") and METRO (Recipient).

The Agreement is hereby amended as follows:

- A. Under 1. Effective Date and Duration. Delete "June 30, 2005", and replace with "October 31, 2005."
- B. Under Exhibit A. Statement of Work, Schedule: Delete "June 30, 2005" and replace with October 31, 2005.
- C. Under Exhibit A. Statement of Work, (budget page), Project End Date: Delete "6/30/05" and replace with "October 31, 2005."

Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Approved by Recipient: Metro	Signature Date Date Date Director Regional Parks & Greenspace S		
Approved by Agency: Oregon Department of Fish and Wildlife	Title Kui Kaulz Kris Kautz Deputy Director for Administration	&[31](S Date	