



# Oregon

Theodore R. Kulongoski, Governor

## 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/>



February 4, 2005

To Rachel  
2/11/05

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](mailto: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 WILDLIFE 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)

# EXHIBIT A

## STATEMENT OF WORK

## SMITH AND BYBEE LAKES WETLAND RESTORATION

**Grantor: Oregon Department of Fish and Wildlife**

**Grantee: METRO**

**Project Title:** Smith and Bybee Lakes Wetland Restoration

**Project Start Date:** \_\_\_\_\_ **Date of Last Signature** \_\_\_\_\_ **Project End Date:** 6/30/05

## BUDGET

## PERSONNEL

### Cost

<b>Project Manager</b>				<b>\$500</b>
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[illegible]

<b>TOTAL PERSONNEL COSTS</b>	<b>\$500</b>
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## Materials

### Cost

<b>Item (all items are estimates)</b>		
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[illegible][illegible][illegible]

<b>Subtotal</b>	<b>\$</b>	<b>-</b>	<b>\$0</b>
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<b>Total P/S &amp; S/S</b>	<b>\$</b>	<b>-</b>	<b>\$500</b>
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## Capital Outlay

## Contractual Services

<b>Total Grant</b>		<b>\$17,500</b>
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<b>State funds authorized:</b>	<b>\$17,500</b>
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**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	<u>6.23.05</u> _____ Date
<u>James Desmond</u> _____ Printed Name	
<u>Director Regional Parks &amp; Greenspaces</u> _____ Title	

**Approved by Agency:  
Oregon Department of  
Fish and Wildlife**

<u>Kris Kautz</u> _____ Kris Kautz	<u>6/30/05</u> _____ Date
Deputy Director for Administration	