

# **COLUMBIA SLOUGH RIPARIAN ENHANCEMENT PROJECT PARTNERSHIP AGREEMENT**

## **SECTION I: PROJECT DESCRIPTION AND LOCATION**

The following agreement concerns the riparian enhancement project located at the Smith and Bybee Lakes Natural Area, including the St. John's Landfill, at 9646 N. Columbia Blvd. The project includes site preparation, tree and shrub planting, and maintenance on approximately 10 acres on the perimeter of the Landfill as it borders the Columbia Slough, Blind Slough, and North Slough, and on 6 acres southeast of the Landfill between Blind Slough and Smith Lake. The project also includes the revegetation of two alluvial fans in the Columbia Slough composed of sand which eroded from the landfill covering during winter 1995/96. See attached map.

The goals of the project are to reduce bank erosion, shade water bodies, improve visual qualities, and improve quality and diversity of habitats.

The City of Portland, Oregon's Bureau of Environmental Services (BES) and METRO hereby agree as follows:

## **SECTION II: ACCESS**

METRO shall allow and provide access for representatives of the Bureau of Environmental Services to enter upon the premises of the Enhancement Project location for the purposes of installing, maintaining, and monitoring the Project. Access shall accommodate maintenance activities and tools as outlined in the Operation and Maintenance Plan described below.

BES workers or agents shall carry credentials identifying them as BES workers or agents when they are present at the Enhancement Project site. BES or its representatives shall give 24 hours advance notice of property visit.

## **SECTION III: OPERATION AND MAINTENANCE PLAN**

METRO and BES agree to implement the following Operation and Maintenance Plan:

For the purposes of this agreement, references to BES shall indicate BES project manager or other BES representative as authorized in this agreement. The BES representative for this project is George Kral, BES Forester.

METRO acknowledges that this project is federally funded and that this project may not be altered or removed. METRO agrees to exercise due care and protection to maximize plant survival.

### **Treatment Recommendations:**

BES and METRO will prescribe treatments necessary to accomplish goals of this project.

### **Permits:**

BES will provide necessary design and permits.

**Plants:**

BES will provide plants.

**Initial Planting:**

BES will provide labor and materials for initial plantings.

BES will install animal damage control tubes or barrier fencing.

**Watering:**

BES will irrigate project as needed.

**Vegetation Management:**

BES will manage vegetation at the site. Vegetation management will consist of cutting non-native plants until planted trees and shrubs are established.

Approximate cutting schedule: May 15, 1996, July 15 1996, Sept. 15, 1996, July 1, 1997, July 1, 1998, July 1, 2000.

Non-native plants will be cut to a height of four to six inches. BES and METRO will assess need for additional types and times of non-native vegetation management.

**Replanting:**

BES shall replant the area as necessary due to plant mortality up to 7/98. A minimum survival rate of 50% for trees, 70% for shrubs and 70% for other plants well-distributed throughout the site by 2001 is considered necessary for successful restoration of the area.

**Ordinary Repairs:**

BES shall be responsible for replacing and repairing animal damage control tubes and barrier fencing provided the damage is not due to landowner negligence.

**Revegetation of alluvial fans:**

BES will plant and maintain the two alluvial fans in the Columbia Slough composed of sand which eroded from the landfill covering during winter 1995/96.

**Other Treatments:**

BES and METRO will assess need for other treatments such as mulching.

**Monitoring:**

Monitoring the site will be the responsibility of both BES and METRO. BES will monitor the site according to protocol established for the Columbia Slough Riparian Rehabilitation program. BES will provide monitoring results to METRO. METRO is encouraged to observe and report site conditions to BES project manager.

#### **SECTION IV: PROJECT FUNDING**

On the perimeter of the St. John's Landfill, BES will fund all revegetation activities up to a total cost of \$31,000, until June 30, 1998. After this date, METRO will fund all treatments described in this agreement as well as any additional treatments mutually agreed upon between METRO and BES as necessary to achieve the goals of the project.

On the remainder of the Project area, BES will fund the installation of plantings, including all plants, labor and materials. METRO will fund all subsequent activities mutually agreed upon between METRO and BES as necessary to achieve the goals of the project, including mulching, watering, and vegetation management.

BES will contract for all labor and materials until December 31, 2000. BES will invoice METRO for the actual costs of the project as services are rendered, except for \$1000 for revegetation of alluvial fans, which shall be paid in advance. Invoices from BES shall separately list costs for Landfill perimeter and Smith Lake project areas. METRO may elect at any time to use other sources of labor and materials to complete tasks required by this agreement.

#### **SECTION V: 5-YEAR PROJECTED ACTIVITIES AND ESTIMATED COSTS**

Landfill perimeter: 10 acres (includes 3.5 acres planted by METRO on North Slough)

<b>Activity</b>	<b>Estimated Cost</b>
Site Preparation	\$ 3,500
Plants	\$ 5,000
Planting	\$ 2,500
Animal Damage Control Tubes	
\ Barrier Fencing	\$ 2,300
Installation: Animal Damage Control	\$ 2,500
Mulching labor and materials	\$ 2,000
Watering	\$ 3,200
Weed Control (5 years, six treatments)	\$15,000
Maintenance, replanting, and repair	\$ 4,000
Revegetation of alluvial fans	\$ 1,000

**Total Estimated Cost of Project: \$41,000**  
**METRO Cost Share not to exceed: \$10,000\***  
**METRO Provided Services: \$ -0-**

\*covers costs of alluvial fan revegetation, to be paid in advance, and maintenance of plantings after June 30, 1998, to be paid upon completion of each maintenance iteration.

**Smith Lake Area: (6 acres)**

<b>Activity</b>	<b>Estimated Cost</b>
<b>Site Preparation</b>	<b>\$ 2,100</b>
<b>Trees</b>	<b>\$ 1,500</b>
<b>Shrubs</b>	<b>\$ 2,500</b>
<b>Planting</b>	<b>\$ 2,500</b>
<b>Animal Damage Control Tubes</b>	
\ Barrier Fencing	<b>\$ 1,300</b>
<b>Installation: Animal Damage Control</b>	<b>\$ 1,400</b>
<b>Mulching labor and materials*</b>	<b>\$ 1,800✓</b>
<b>Watering*</b>	<b>\$ 1,900</b>
<b>Weed Control (5 years, six treatments)*</b>	<b>\$ 9,000</b>
<b>Maintenance, replanting, and repair*</b>	<b>\$ 3,000✓</b>
<b>Total Estimated Cost of Project: \$27,000</b>	
<b>Metro Cost Share not to exceed: \$15,700*</b>	
<b>Landowner Provided Services: \$ -0-</b>	

**\*actual costs to be paid upon receipt of BES invoice, following completion of services**

**Estimated costs to Metro by calendar year:**

	Landfill perimeter	Smith Lake
1996	\$1000	\$6,900
1997	-0-	\$2,500
1998	\$2,500	\$1,800
1999	\$4,000	\$3,000
2000	<u>\$2,500</u>	<u>\$1,500</u>
<b>Total</b>	<b>\$10,000</b>	<b>\$15,700</b>

**SECTION VI: MODIFICATION**

This agreement may be modified by the mutual written consent of both parties.

**SECTION VII: TERM OF CONTRACT**

This contract will terminate on December 31, 2000. The contract may also be terminated at any time by mutual written consent of both parties.

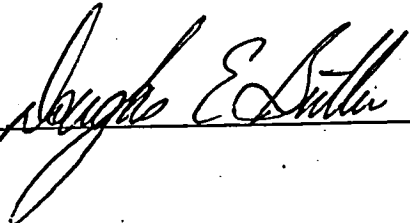
**SECTION VIII: INDEMNITY**

Metro shall indemnify the City of Portland and their officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the tortious acts of Metro employees acting within the scope of employment and duties in performance of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

The City of Portland shall indemnify the Metro and their officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the tortious acts of the Cities employees acting within the scope of employment and duties in performance of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

  
Bureau of Environmental Services  
City of Portland

12/31/96  
Date

  
Metro

12/23/96  
Date