



June 23, 2016

Board of County Commissioner  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with  
Oregon Department of Fish and Wildlife,  
for Fish Monitoring at Spring Park Natural Area

<b>Purpose/Outcomes</b>	Provides fish monitoring services to determine benefits of restoration actions to meet goals at Spring Park Natural Area.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$10,000.
<b>Funding Source</b>	North Clackamas Parks and Recreation District funds. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2018
<b>Previous Board Action</b>	New item
<b>Strategic Plan Alignment</b>	1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government.
<b>Contact Person</b>	Gary Barth, BCS Director – 503-742-4299
<b>Contract No.</b>	N/A

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD) of the Business and Community Services Department requests the approval of an Intergovernmental Agreement (IGA) with Oregon Department of Fish and Wildlife. This IGA provides fish monitoring services to determine benefits of restoration actions to meet goals at Spring Park Natural Area. Reimbursement is on a performance based fee-for-service basis. This IGA is to start at the beginning of FY16-17 July 1, 2016. This IGA has a maximum contract value of \$10,000. County Counsel reviewed this document in April, 2016. No County General Funds are involved. It is effective July 1, 2016 and terminates on June 30, 2018.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Gary Barth, BCS Director to sign on behalf of Clackamas County.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services

**INTERGOVERNMENTAL  
BETWEEN NORTH CLACKAMAS PARKS AND RECREATION DISTRICT and  
OREGON DEPARTMENT OF FISH AND WILDLIFE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between North Clackamas Parks & Recreation District (NCPRD), a county service district formed pursuant to ORS Chapter 451 and Oregon Department of Fish and Wildlife (ODFW), a department of the State of Oregon, located at 4034 Fairview Industrial Drive SE, Salem, OR 97302.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, *[This Agreement establishes an agreement between NCPRD and ODFW to conduct fish monitoring at the Spring Park Natural Area (the "SPNA"), which site is owned by the City of Milwaukie but managed by NCPRD under an IGA. The SPNA is depicted in Exhibit A, attached hereto and incorporated herin. The purpose of the Agreement is to advance research on several key questions associated with the restoration of the floodplain backchannel alcove and the benefits of these habitats to salmon, especially off-channel rearing habitat for juvenile salmon. The SPNA supports Chinook salmon, coho salmon, steelhead and cutthroat trout as well as brook and Pacific lamprey. Providing rearing habitat for juvenile salmon is one of many goals for the site, and is the primary reason for the restoration project occurring with grant funding in 2015 partnering with Metro, US Forest Service, State of Oregon Local Government Grant, The Nature Conservancy Portland General Electric, Willamette RiverKeeper and many more partners. The monitoring funded by this agreement will support the evaluation of the effectiveness of such project.]*

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution and shall expire June 30, 2018.
2. **Obligation of ODFW.**
  - A. ODFW agrees to furnish the necessary personnel, equipment, materials and services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Work attached hereto as Exhibit B (the "Work"). ODFW agrees to perform the Work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals performing the Work under this Agreement including, but not limited to, retirement contribution, workers compensation, unemployment taxes and state and federal income tax withholdings. ODFW shall also be responsible for obtaining all required permits for performance of the work set forth in the Scope of Work, and shall provide copies of all to NCPRD upon request.
  - B. Quarterly ODFW shall submit invoices for the performance of the Work. Upon final completion of the Work, ODFW shall submit a final invoice for reimbursement to NCPRD not to exceed Ten Thousand Dollars (\$10,000.00). Payment shall be based on the budget set forth in Exhibit C attached hereto.
  - C. Unless otherwise provided herin, all documents, instruments and media of any nature produced by ODFW pursuant to this Agreement are work products and are the property of NCPRD. At NCPRD request, ODFW shall provide NCPRD with an electronic version of all work products that have been produced or recorded in electronic media.

**3. Obligation of NCPRD.**

- A. Upon receipt of the written invoices for reimbursement of a portion of the Work, NCPRD agrees to reimburse ODFW within sixty (60) days.
- B. NCPRD shall allow ODFW access to SPNA as of the date of execution of this Agreement so that ODFW can complete the Work. Although implementation of the Work is the responsibility of ODFW, the SPNA will remain under management of NCPRD, and NCPRD shall be solely responsible for the properties management regarding non-Work related issues.

**4. Contacts**

A. NCPRD

Tonia Burns  
NCPRD Natural Area Coordinator  
150 Beaver Creek Road  
Oregon City, OR 97045  
Work Cell: 503-593-3673  
[tburns@clackamas.us](mailto:tburns@clackamas.us)

B. ODFW

Tom Friesen  
ODFW Upper Willamette RM&E Program  
28655 Highway 34  
Corvallis, OR 97333  
541-757-5151  
[tom.friesen@oregonstate.edu](mailto:tom.friesen@oregonstate.edu)

**5. Work Plan and Scheduling of Work.**

- A. ODFW will manage the Work and intends to complete the Work by June 30, 2018. NCPRD acknowledges that said schedule is dependent on many conditions and may be subject to change. ODFW will provide prompt notice to NCPRD of any changes in the schedule.
- B. Nothing herein shall prevent the parties from meeting to mutually discuss the Work. Each party shall use best efforts to coordinate with the other to minimize conflicts. No adjustment shall be made which obligates NCPRD to fund the Work in excess of \$10,000.00.

6. In the event either party changes plans or specifications, approves change orders, or extends unit prices that affect Work costs following the execution of the Work, the party requesting the change may be held financially responsible for any additional direct or indirect costs associated with the change.
7. **Early Termination of Agreement**
  - A. NCPRD and ODFW, by mutual written agreement, may terminate this Agreement at any time.
  - B. Either NCPRD or ODFW may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
8. **Indemnification.** ODFW agrees to indemnify, hold harmless and defend NCPRD, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of ODFW or ODFW's officers, owners, employees, agents, or its subcontractors or anyone over which ODFW has a right to control.
9. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
10. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
11. **Integration.** This Agreement contains the entire agreement between NCPRD and ODFW and supersedes all prior written or oral discussions or agreements.
12. **Amendments.** NCPRD and ODFW may amend this Agreement at any time only by written amendment executed by NCPRD and ODFW.
13. **Waiver.** NCPRD and ODFW shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach may be of the same nature as that waived.

**IN WITNESS HEREOF**, the parties have executed this Agreement by the date set forth opposite their names below.

**North Clackamas Parks and Recreation  
District**

**Oregon Department Fish and Wildlife**



\_\_\_\_\_  
Commissioner Chair

\_\_\_\_\_  
Name: William Herber, Deputy Director for Administration

**MAY 20 2016**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

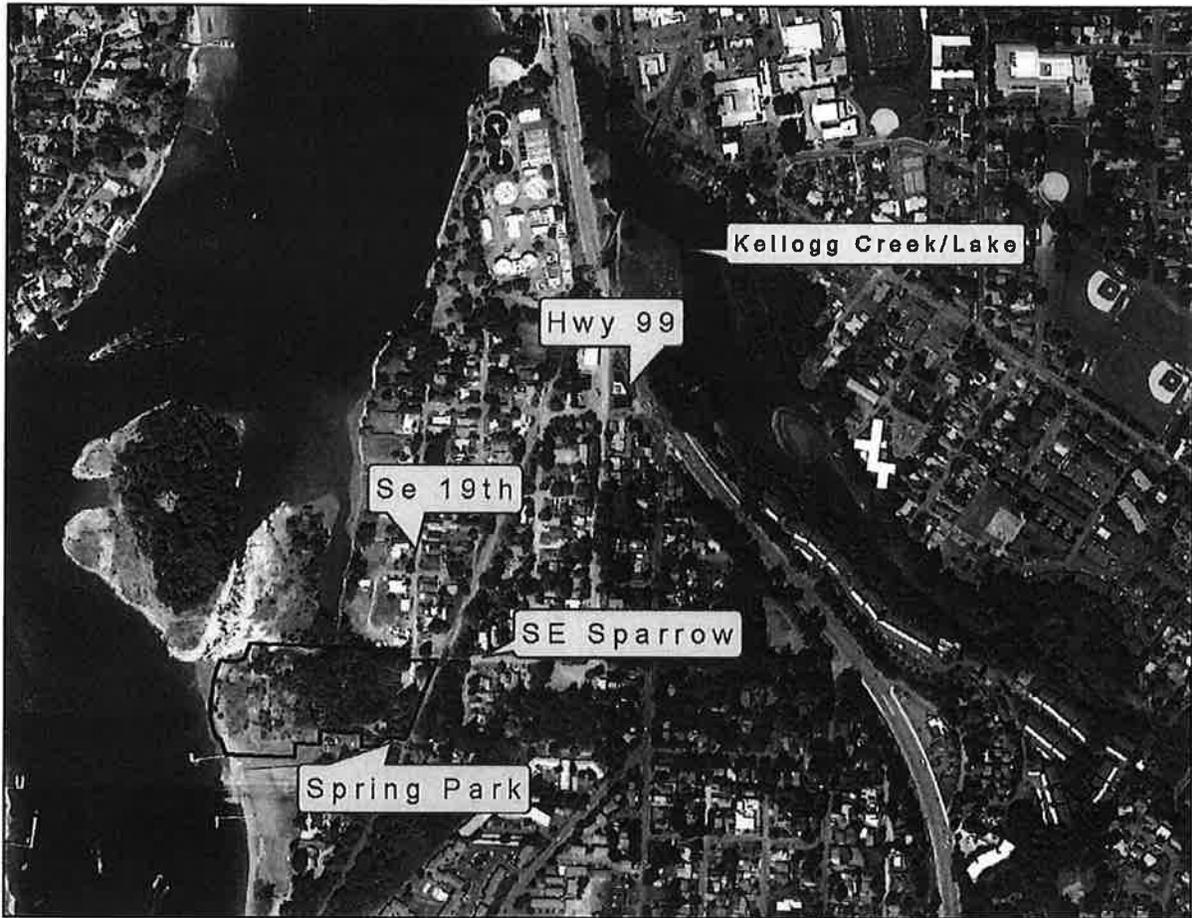


Exhibit A- Map of Spring Park Natural area project location

## Exhibit B

### Scope of Work- NCPRD ODFW Work Agreement Spring Park Natural Area and Budget

- I. **Title:** Fish and Amphibian Monitoring at the Spring Park Natural Area, Years 2-4
- II. **Background and Purpose:**  
This Agreement consists of activities designed to assist the North Clackamas Parks and Recreation District (NCPRD) in characterizing fish and amphibian populations and water temperature at the Spring Park Natural Area (SPNA) in Milwaukie, Oregon, relative to ongoing restoration and enhancement efforts. This work builds on the original surveys ODFW conducted in 2015 (Friesen 2016).
- III. **Tasks:**  
To assist the NCPRD, ODFW proposes to conduct the following activities in 2015-16, 2016-17, and 2017-18:
- 1) Conduct fish and amphibian surveys for 1-2 days once per season (spring through winter) at the SPNA.
  - 2) Provide identification to species for fish and amphibians captured. Measure fork length (mm) for fish, snout-vent length for amphibians, and inspect fish for tags/marks/anomalies.
  - 3) Tag any anadromous salmonids collected with a passive integrated transponder (PIT) tag; document subsequent detections using the Columbia Basin PIT tag information system (PSMFC 2015).
  - 4) Deploy Vemco® temperature loggers for the duration of project; recover loggers at project completion and download data.
  - 5) Provide fish, amphibian, and temperature data to NCPRD in Excel format at project completion.
  - 6) Summarize fish amphibian, and temperature data in a completion report (2018)
- IV. **Methods:**  
*Fish and amphibian collection*  
We will use mini Oneida net traps (see Monzyk et al. 2014) for sampling at the study site. Oneida net traps have a main box that is approximately 4'x4'x4' in size with two 7'x6' wings that flare from the main box at a 45o angle and a 90' long leader line between the trap and a fixed point on the shore. The traps are typically set in mid- morning and retrieved approximately 24 hours later. We will repeat sampling at the same location in each season as long as water depth and access are sufficient.  
We will identify captured specimens to species, count individuals by species, and measure fork length of fish captured (snout-vent length for amphibians). Fish and amphibians will be separated into tubs and fish will be anesthetized using tricaine methansulphonate (MS-222). If there are more than 30 individuals of the same species caught in the same sample, only the first 30 will be measured and weighed. Subsequent individuals of the same species will be tallied. Juvenile salmon will be PIT tagged. All fish and amphibians will be revived and released alive at the site when processing is complete.
- Temperature*  
We will deploy two Vemco Minilog-II-T® temperature loggers at the onset of the project. The loggers will continuously record temperature at preset intervals for the duration of the study. We will retrieve the loggers and download temperature data after the last sampling

date.

**V. Timeline:**

April 1 – June 30, 2016 and July 1 – June 30, 2016-17: one sampling event (fish and amphibian survey) to be conducted each season (total of six); a sampling event may include multiple days. Specific sampling dates will be selected at ODFW’s discretion and may be rescheduled due to river and weather conditions. Temperature loggers will be deployed at the start of the project and will run continuously.

ODFW will submit a draft completion report 60 days prior to the end of the contract period (June 30, 2018), and a final completion report and data files 30 days prior of the end of the contract period.

**VI. References**

Friesen, T. A. 2016. Fishes and other aquatic biota of the Spring Park Natural Area, North Clackamas County, Oregon. Draft Annual Report to the North Clackamas County Parks and Recreation District. ODFW, Corvallis.

Monzyk, F. R., J. D. Romer, R. Emig, and T. A. Friesen. 2014. Life-History characteristics of juvenile spring Chinook salmon rearing in Willamette Valley reservoirs. Annual Report to U.S. Army Corps of Engineers, Portland, Oregon. Task Order W9127N-10-2-0008-0020. ODFW, Corvallis.

PSMFC (Pacific States Marine Fisheries Commission). 2015. Columbia Basin PIT Tag Information System. Available: [www.ptagis.org](http://www.ptagis.org). Accessed December 30, 2015.

**VII. Budget: (see attached spreadsheet)**

<u>04/01/2016 – 06/30/2016:</u>	
Personal Services:	\$1611.40
Services and Supplies:	\$374.46
Indirect cost (25.89%):	\$514.14
	=====
	\$2,500.00
 <u>07/01/2016 – 06/30/2017:</u>	
Personal Services:	\$3,532.23
Services and Supplies:	\$439.46
Indirect cost (25.89%):	\$1,028.28
	=====
	\$5,000.00
 <u>07/01/2017 – 06/30/2018:</u>	
Personal Services:	\$1,697.92
Services and Supplies:	\$287.94
Indirect cost (25.89%):	\$514.14
	=====
	\$2,500.00

**EXHIBIT C**

**Administrative Summary**

**North Clackamas Parks and Recreation District Contact Information:**

**Project Manager:** Tonia Burns  
**Address:** 150 Beaver Creek Road  
Oregon City, OR 97045  
**Telephone:** (503) 742-4357  
**Fax:**  
**Email:** [TBurns@co.clackamas.or.us](mailto:TBurns@co.clackamas.or.us)

**Contracts Officer:** Laura Zentner  
**Address:** 150 Beaver Creek Road  
Oregon City, OR 97045  
**Telephone:** (503) 742-4344  
**Fax:**  
**Email:** [Lzentner@clackamas.us](mailto:Lzentner@clackamas.us)

**ODFW'S Contact Information:**

**ODFW Project Manager:** Tom Friesen  
**Address:** ODFW Corvallis Research Laboratory  
28655 Hwy 34  
Corvallis, OR, 97333  
**Telephone:** (541) 757-5151  
**Fax:** (541) 757-4102  
**Email:** [Tom.Friesen@oregonstate.edu](mailto:Tom.Friesen@oregonstate.edu)

**ODFW Contracts Officer:** Patty Whalen  
**Address:** 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
**Telephone:** (503) 947-6138  
**Fax:** (503) 947-6156  
**Email:** [Patty.L.Whalen@state.or.us](mailto:Patty.L.Whalen@state.or.us)

**ODFW Accounts Payable:** Pat Tanner  
**Address:** 4034 Fairview Industrial Drive SE  
Salem, OR 97302-1142  
**Telephone:** (503) 947-6186  
**Fax:** (503) 947-6140  
**Email:** [Pat.Tanner@state.or.us](mailto:Pat.Tanner@state.or.us)