

## **RESOLUTION NO. 2248**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE EAST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF TROUTDALE FOR EXPANSION OF THE STREAMCARE PROJECT ON CITY PROPERTY.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The East Multnomah Soil and Water Conservation District (EMSWCD) is a unit of local government serving Multnomah County East of the Willamette River.
2. The mission of EMSWCD is to conserve and restore the natural resources of the district for current and future generations by making conservation technical, financial, and educational assistance available and meaningful to all residents and ensuring equitable distribution of benefits and responsibilities.
3. StreamCare is a program offered by EMSWCD to provide free restoration work along Beaver Creek.
4. Certain City owned properties along Beaver Creek, within the Beaver Creek Greenway, are in need of restoration that the StreamCare program can provide.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

Section 1. The City of Troutdale hereby approves the IGA with East Multnomah Soil and Water Conservation District for expansion of the StreamCare program on City properties along Beaver Creek within the Beaver Creek Greenway (attached as Exhibit "A" to the staff report).

Section 2. The Mayor is authorized to sign the IGA on behalf of the City of Troutdale.

Section 3. This resolution is effective immediately upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

*Doug Daoust*

Doug Daoust, Mayor

Date

*5/28/14*

*Debbie Stickney*

Debbie Stickney, City Recorder

Adopted: May 27, 2014



COPY

## STREAMCARE INTERGOVERNMENTAL AGREEMENT

**City Name: City of Troutdale    Project #: BeaverCOT**

### **PURPOSE.**

The purpose of this Cooperative Agreement (“Agreement”) is to clarify the respective responsibilities of East Multnomah Soil and Water Conservation District (“EMSWCD”) and City of Troutdale (“City”) in carrying out a project (“Project”) funded by the EMSWCD’s StreamCare program. The goal of all StreamCare projects is to improve water quality by planting trees and restoring native vegetation along rivers, creeks, and streams.

This agreement shall terminate on August 1, 2024, unless extended by mutual written consent.

### **PROJECT.**

All reports, correspondence, and required documentation shall be directed to the appropriate Project Manager:

For the District:

Lucas Nipp, Project Lead  
East Multnomah Soil & Water Conservation District  
5211 N Williams Ave  
Portland, OR 97217  
Phone: 503-539-5764  
Fax: 503-935-5359  
Email: [lucas@emswcd.org](mailto:lucas@emswcd.org)

For the City:

Amy Pepper  
City of Troutdale  
342 SE 4<sup>th</sup> Street  
Troutdale, OR 97060  
Phone: 503-674-7241  
Fax: 503-492-3502  
Email: [amy.pepper@troutdaleoregon.gov](mailto:amy.pepper@troutdaleoregon.gov)

The Project involves the following treatments at or in the Project Area described below:  
Weed control, site preparation, planting, seeding, erosion control, maintenance, and monitoring.

### **PROJECT AREA.**

The Project Area is located in the Beaver Creek watershed, at the following locations:

5211 NORTH WILLIAMS AVENUE, PORTLAND, OR 97217  
T: 503-222-7645 | [HTTP://WWW.EMSWCD.ORG](http://www.emswcd.org)

**Project Address:** 8 Properties with no site addresses. Taxlot ID's listed below  
**Owner Address:** 219 E Historic Columbia River Hwy, Troutdale OR 97060  
**Tax Lot(s):** 8 Taxlots, Taxlot IDs:  
 1N3E36CC-01222, 1N3E36CC-00502, 1N3E36-00200,  
 1N3E36AC-00100, 1N3E36AA-00100, 1N3E36AC-03300,  
 1N3E36AC-03400, 1N3E36AB-00900  
**Area:** Approximately 55.13 acres along Beaver Creek

The Project Area is further defined on the attached map.

**PROJECT SCHEDULE.**

Work on the Project will begin on August 1, 2014 and conclude no later than August 1, 2024.

**COSTS.**

EMSWCD shall be responsible for all Project costs, provided adequate funding is available. If funds become unavailable for any reason, EMSWCD may modify the work schedule or cancel the Project without further obligation to the City. The City is not responsible for financing or completing the Project if EMSWCD can no longer fund the Project.

**DUTIES AND OBLIGATIONS.**

EMSWCD will be responsible for managing the vegetation in the Project Area for the duration of the Agreement. Decisions related to the ownership and management of the property are the responsibility of the City.

**A. EMSWCD shall:**

1. Install, maintain, and monitor the Project as listed in the table below:

Schedule	Task	Details
Summer 2014- Winter 2014	<b>Site Preparation</b>	<ul style="list-style-type: none"> <li>• May include cutting, clearing, and/or spraying.</li> <li>• Debris and trash will not be removed from the project area. Girdled trees will be left as standing snags. Vegetative debris will be left to decompose on site.</li> <li>• Specific weed species that will be controlled include but are not limited to: Himalayan blackberry, English ivy, clematis, reed canary grass, yellow flag iris, Japanese knotweed, bamboo, garlic mustard, English holly, English hawthorn, mountain ash, black locust, and naturalized cherry.</li> </ul>
Winter and/or Spring 2015	<b>Initial Planting</b>	<ul style="list-style-type: none"> <li>• Includes all labor and materials for the initial plantings. To be completed by April 30, 2015.</li> <li>• Includes installation of wildlife damage control prevention materials.</li> </ul>
Fall 2014 and/or Spring 2024	<b>Seeding and Erosion Prevention</b>	<ul style="list-style-type: none"> <li>• Occurs on an as-needed basis to prevent erosion</li> <li>• Typically takes place in the fall.</li> </ul>

Spring 2015 through July 2024	<b>Maintenance, Monitoring, and Plantings</b>	<ul style="list-style-type: none"> <li>• Occurs on a quarterly basis.</li> <li>• Plant watering on an as-needed basis.</li> <li>• Plant replacement. For all plants installed by EMSWCD a minimum survival rate of 50% for trees, 40% for shrubs by September 30, 2023 is considered a successful restoration of the area. EMSWCD shall replant the area as necessary due to plant mortality, except for plant mortality caused by catastrophic loss as described in the Section “Disclaimer” through April 30, 2024.</li> <li>• Manage vegetation by cutting, mowing, and spraying competing vegetation until planted trees and shrubs are established.</li> <li>• Provide monitoring results to the City upon request.</li> </ul>
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EMSWCD reserves the right to adjust the type and timing of treatments within the Project budget to optimize Project success.

2. Provide all necessary labor, planting, seeding, and erosion control materials, and other miscellaneous work incidental to completion of the Project, unless otherwise specified in this Agreement.
3. Apply for and obtain all required permits for the Project site(s).
4. Coordinate and supervise all activities of contracted work crews on the site. EMSWCD shall not hold the City liable for accidents to or by the contracted work crew or EMSWCD staff.
5. Designate a Stream Care Project Lead. EMSWCD will notify the City if the Project Lead changes.

**B. City shall:**

1. Within the times specified in this Agreement, allow, and provide access for, EMSWCD representatives to enter the Project site(s) for the purposes of installing, maintaining, and monitoring the Project. EMSWCD workers or agents shall carry credentials identifying them as EMSWCD workers or agents when they are present at the Project site(s). EMSWCD activities at the site will be limited to 7 a.m. to 5:30 p.m., Monday through Friday, unless otherwise agreed between the Stream Care Project Lead and the City.
2. Acknowledge that this Project is funded with public funds and so may not be altered or removed without the prior consent of EMSWCD. If the Project is removed or modified by the City without consent of EMSWCD, the City may be required to refund to EMSWCD some or all of the Project costs. The placement or building of new structures in the Project Area is considered a modification. Nothing in the agreement shall preclude the City from conducting maintenance or improvements to its trails, utility systems and related structures within or contiguous to the

Project Area for the continuing use and enjoyment by the public, with or without the consent of EMSWCD.

3. Acknowledge that EMSWCD restoration projects are maintained for plant survival, not aesthetics, and that the Project site may appear "natural and weedy." EMSWCD will not respond to requests for weeding, mulching, mowing, etc. unless plants are at risk.
4. Allow a sign to be placed in or near the Project Area, or near the road in front of the City's property to identify the project as part of Stream Care.
5. Promptly notify EMSWCD upon sale of the Project property.

#### **DISCLAIMER.**

1. EMSWCD shall not be responsible for costs associated with replacing native planting projects:
  - Beyond the end date of this contract;
  - In the event of natural catastrophes, including but not limited to severe flooding, fire, drought, and earthquake;
  - Following repeated vandalism.
2. EMSWCD will attempt to protect the Project from wildlife damage.
3. EMSWCD may modify the work schedule or cancel the Project in the event that funds become unavailable for any reason.
4. EMSWCD may modify the work schedule in order to establish reaches or larger ecological units to be treated simultaneously.

#### **INDEMNIFICATION.**

City and EMSWCD are each responsible for any damage or any third-party liability which may arise from their own acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

In carrying out its duties and obligations under this Agreement, City shall indemnify and hold harmless EMSWCD, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the City, its officers, directors, agents and employees. The City is not obligated to indemnify EMSWCD should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of EMSWCD, its affiliates, officers, directors, agents and employees.

In carrying out its duties and obligations under this Agreement, EMSWCD shall indemnify and hold harmless City, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of EMSWCD, its officers, directors, agents and employees. EMSWCD is not obligated to indemnify City should any such losses, claims, damages and







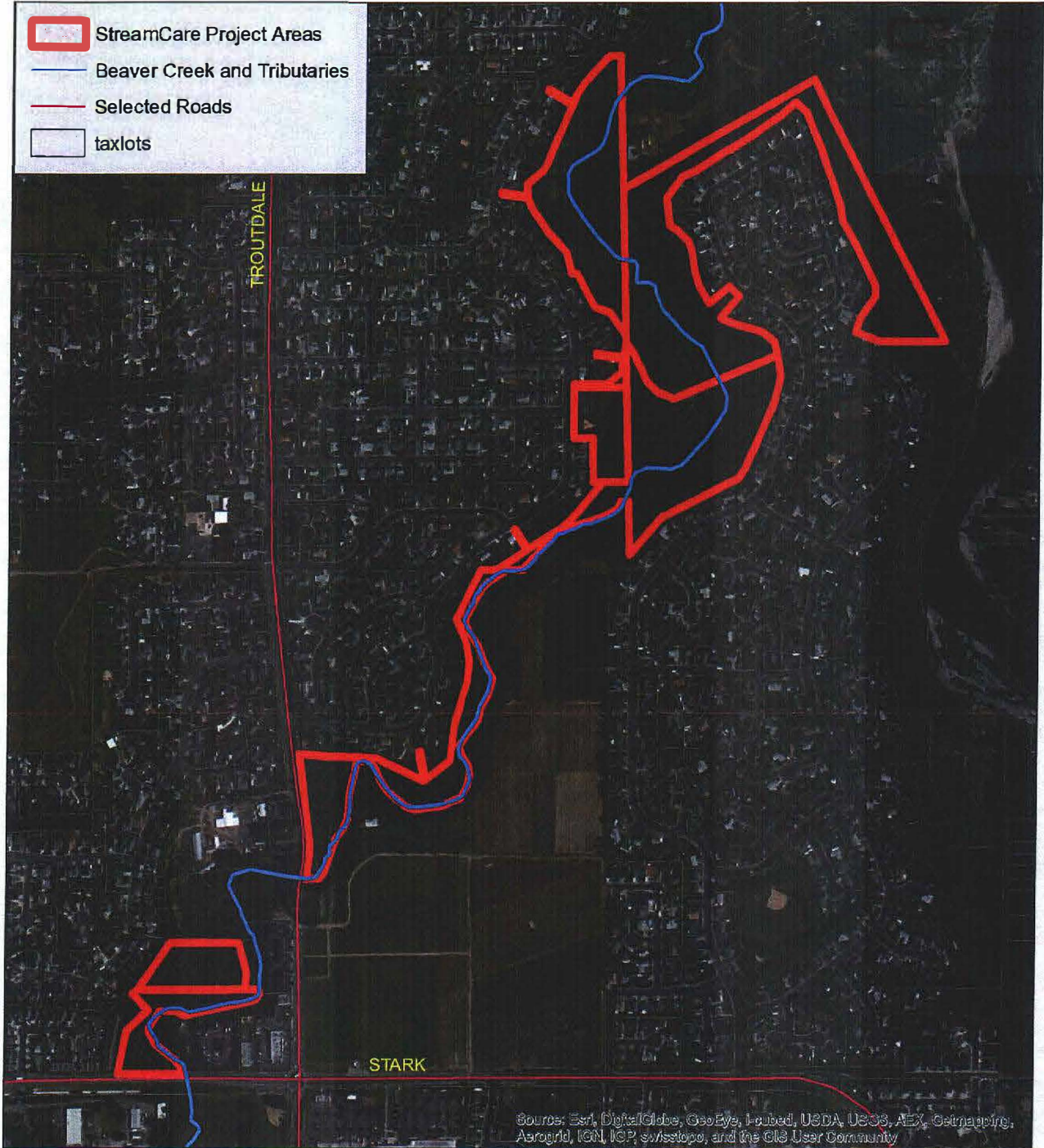
**StreamCare**

# Beaver Creek

Project Areas Map for City of Troutdale Properties



-  StreamCare Project Areas
-  Beaver Creek and Tributaries
-  Selected Roads
-  taxlots



Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

