

ATTACHMENT A

GRANT AGREEMENT

Bureau of Environmental Services, City of Portland

Agreement No.: _____

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and Columbia Land Trust hereafter called "Grantee". The City's Project Manager is Mary Bushman. This agreement shall become effective on [DATE]. This agreement shall expire, unless otherwise terminated or extended, on December 31, 2013.

The Grantee agrees to perform the work described in the SCOPE OF WORK. In return, BES agrees to provide grants funds up to a total of \$15,000 on a reimbursement basis upon presentation of receipts. Grantee agrees to perform the work in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS**1. Grant Award and Compensation**

The Grantee agrees to perform the work described in SCOPE OF WORK below. In return, BES agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by BES and Grantee. Grant funds cannot be used for wages, or other activities outside of the Grantee's Scope of Work without written approval from the City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of this agreement. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this contract have or will commence or arise prior to the effective date of this contract.

2. Billing and Payment Procedure

Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request. All invoices must be submitted to BES prior to the expiration date of this agreement. BES shall not be responsible for payment of invoices received after that date.

3. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

4. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. BES shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of these materials to the City Project Manager, with final report.

5a. Indemnity - Claims for Other than Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

5b. Indemnity - Claims for Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

6. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

7. Workers Compensation Insurance

Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.

8. Liability Insurance

Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City Auditor, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City. Grantee shall have all participants sign the Liability Waiver provided by BES.

SCOPE OF WORK**A. Project Representatives**

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

BES

Name: Mary Bushman
Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204
Phone: 503-823-2073
Email: MaryBushman@portlandoregon.gov

GRANTEE

Name: Columbia Land Trust
Address:
Phone:
Email:

B. Project Description

For fiscal years 2011 thru 2013, Columbia Land Trust will complete the following for nine lots on the east side of Decatur Street between Baltimore and Catlin properties in the Baltimore Woods connectivity corridor:

- Coordinate acquisition activities on targeted parcels
- Develop stewardship plans for targeted parcels
- Support the Friends of Baltimore Woods in outreach and education to neighborhood members
- Coordinate with Audubon Society and BES to hold Backyard Habitat workshops for private property owners interested in restoring oak woodland.

BES and Columbia Land Trust representatives will revisit the scope of work annually in July for each fiscal year included in this agreement.

C. Timeline

August, 2011 – December, 2013

D. Budget

Total payments shall not exceed \$15,000.

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree that BES and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:**Columbia Land Trust**

BY: _____

Date: _____

Name: _____

Title: _____

Contract No.: _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:By: _____ Date: _____
Bureau DirectorBy: _____ Date: _____
n/a
Chief Procurement OfficerBy: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

APPROVED AS TO FORMBy: _____ Date: _____
Office of City Attorney
London Nguyen
CITY ATTORNEY

ATTACHMENT B

**GRANT AGREEMENT
Bureau of Environmental Services, City of Portland**

Agreement No.: _____

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and SOLV hereafter called "Grantee". The City's Project Manager is Mary Bushman. This agreement shall become effective on [DATE]. This agreement shall expire, unless otherwise terminated or extended, on December 31, 2013.

The Grantee agrees to perform the work described in the SCOPE OF WORK. In return, BES agrees to provide grant funds up to a total of \$10,000 on a reimbursement basis upon presentation of receipts. Grantee agrees to perform the work in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS**1. Grant Award and Compensation**

The Grantee agrees to perform the work described in SCOPE OF WORK below. In return, BES agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by BES and Grantee. Grant funds cannot be used for wages, or other activities outside of the Grantee's Scope of Work without written approval from the City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of this agreement. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this contract have or will commence or arise prior to the effective date of this contract.

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5a. Indemnity - Claims for Other than Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

5b. Indemnity - Claims for Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

6. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

7. Workers Compensation Insurance

Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.

8. Liability Insurance

Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City Auditor, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City. Grantee shall have all participants sign the Liability Waiver provided by BES.

SCOPE OF WORK

A. Project Representatives

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

BES

Name: Mary Bushman
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: 503-823-2073
 Email: MaryBushman@portlandoregon.gov

GRANTEE

SOLV
 5193 ne Elam Young Parkway, Suite B
 Hillsboro, OR 97124
 Phone: (866) 357-6386
 Email: steve@solv.org

B. Project Description

For fiscal years 2011 thru 2013, SOLV will complete the following for the nine taxlots targeted on the east side of Decatur Street between Baltimore and Reno properties in the Baltimore Woods connectivity corridor. Taxlots targeted are only applicable if acquired by the City of Portland:

- Organize and lead community work parties
- Remove invasive plant species, including Himalayan blackberry, English ivy, and clematis
- Install native vegetation
- Remove litter/debris
- Bank stabilization (as appropriate)

BES and SOLV representatives will revisit the scope of work annually in July for each fiscal year included in this agreement.

C. Timeline

August, 2011 – December, 2013

SOLV will invoice BES three times per year.

D. Budget

Total payments shall not exceed \$10,000.

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree that BES and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:

SOLV

BY: _____

Date: _____

Name: _____

Title: _____

Contract No.: _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:By: _____ Date: _____
Bureau DirectorBy: _____ Date: _____
n/a
Chief Procurement OfficerBy: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
APPROVED AS TO FORM
Office of City Attorney *Johna Menger*
CITY ATTORNEY