

STEWARDSHIP AGREEMENT

This Stewardship Agreement (the "Agreement") is entered into by and between the Halprin Landscape Conservancy ("Conservancy"), an Oregon nonprofit corporation, and the City of Portland, by and through Portland Parks & Recreation, ("City"), a municipal corporation duly organized and existing under the laws of the State of Oregon. The purpose of this agreement is to establish a public/private partnership to support the restoration and ongoing maintenance of the Portland Open Space Sequence.

RECITALS:

1. The "Portland Open Space Sequence" (the "Sequence") is an interconnected series of plazas: The Source Fountain, Lovejoy Fountain, Pettygrove Park and the Ira Keller Fountain (formerly known as the Forecourt Fountain). The Sequence, owned by the City of Portland, is shown on the attached Exhibit "A". The Sequence is internationally recognized as a seminal work of landscape architecture designed by Lawrence Halprin & Associates. Over the years, the Sequence suffered from deferred maintenance, due to the City's scarce resources, and required significant restoration work to return it to its original design intent.
2. Formed in 2001, the Conservancy is a public charity under Sections 501(c)(3) of the Internal Revenue Code. The Conservancy's mission is to honor and preserve the Sequence by increasing awareness of the Sequence as an important city and national cultural resource, improving the Sequence according to the original vision of Lawrence Halprin, and assuring the Sequence's upkeep at the level of a residential garden.
3. Since its formation, the Conservancy has advocated, raised funds, undertaken maintenance and improvement projects, provided programming, raised awareness, and stewarded the Sequence.
4. The City of Portland Parks, Maintenance, Transportation, and Water Bureaus all have responsibility for the operation and maintenance of various elements of the Sequence. The City recognizes the international significance of the Sequence and welcomes additional support through charitable contributions and participation by the community. The City recognizes the contributions of the Conservancy in support of these goals and would like to continue its relationship with the Conservancy.
5. In 2011, the Conservancy entered into an agreement with the City to formalize the parties' relationship and roles in order for the Conservancy to fundraise and undertake some enhanced repair and maintenance of the fountains and surrounding park areas in the Sequence beyond the work done by City staff. Subsequently, the Conservancy raised funds and commissioned various condition assessments and plans related to restoring the Sequence. They also contributed to maintenance and restoration projects.
6. In 2013, the Conservancy submitted a nomination to the National Parks Service, and the Sequence was designated as a National Historic Registry District on the National

Register of Historic Places. The Conservancy plans to pursue a National Historic Landmark designation at the National Park Service for the Sequence which will recognize the international significance of the Sequence and its architects.

7. The 2011 Agreement has expired, and the purpose of this Stewardship Agreement is to continue that public/private partnership to support the ongoing restoration and maintenance of the Portland Open Space Sequence.

AGREEMENT:

1. **Term.** The term of this Agreement will be five (5) years from the date it is fully executed, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed for one subsequent term of up to five (5) years, in writing signed by the parties. The Director of Parks and Recreation or the Director's designee is authorized to execute such renewal on behalf of the City.
2. **Fundraising.** The Conservancy may solicit charitable contributions to carry out its mission and the work identified in this Agreement and shall be responsible for paying its own expenses, including general administration, design, construction, marketing, promotion and fundraising costs.
3. **Enhanced Maintenance Performed or Contracted by the Conservancy.**
 - 3.1. It is the intent of the Parties that the Conservancy will only perform maintenance in the Sequence that is over and above the level that can be sustained by the City at current or future funding levels. Such maintenance will not result in either a reduction in the City's staff overall nor a reduction in the City's maintenance work in the Sequence itself. In other words, the efforts of the Conservancy to provide extra maintenance work in the Sequence will not simply result in the City reducing its maintenance of the Sequence. Nothing in this Agreement will require the City to maintain the Sequence at levels disproportionate to its ability to maintain the Parks system as a whole.
 - 3.2. Each party agrees to perform, subject to available funding, the maintenance tasks that it is responsible for as outlined in the matrix attached as Exhibit B. It is agreed that the work outlined in Exhibit B meets the intentions stated in Section 3.1. If the parties agree that the Conservancy will perform additional maintenance tasks in the future, those tasks will be reviewed by the City to ensure they conform with the intentions of Section 3.1. City acknowledges that the Conservancy will hire and oversee contractors to perform the Conservancy's responsibilities.
 - 3.3. The Conservancy's enhanced maintenance is considered to be an in-kind donation to the City for the benefit of the Sequence and no compensation from the City is expected.
 - 3.4. The Conservancy understands that the Sequence is an active space that is regularly permitted for events. The Conservancy will conduct its work so as to not significantly

interfere with the use of the Sequence by park users. This may require the Conservancy's contractors to work in a different part of the Sequence if one area is particularly busy at a given time. At no time will the Conservancy perform work in a way that interferes with permitted events. For information about whether there are events permitted at certain times, please call Parks' Customer Service Center at 503-865-2376.

- 3.5. For work that is expected to take more than one day or result in a park closure, the Conservancy will coordinate with Parks' Customer Service Center to arrange for a "Maintenance Hold" and coordinate any needed notifications or signage.
- 3.6. The Conservancy will take appropriate safety precautions, including signage, when performing maintenance work.

4. Restoration Projects.

- 4.1. The Conservancy may propose repair or improvement projects with the understanding that all projects must align with the historic design intent of the Sequence and the City's standards for materials and design, and be within the City's ability to maintain the resulting improvements. Early in the process, prior to engaging any consultants, the Conservancy will contact the assigned City liaison to determine if the City supports the project and to ascertain City requirements for community engagement and the extent of the City staff's required involvement in the design and construction processes of the project.
- 4.2. Prior to the commencement of any construction or repair work, the Conservancy shall obtain the City's written consent, which shall not be unreasonably withheld, to all of the following: the Conservancy's construction documents, including drawings and specifications, detailing the alteration, construction or changes to the Sequence proposed by the Conservancy; the Conservancy's estimated costs; a Public Involvement Plan; and the names of the Conservancy's general contractors and major subcontractors, along with copies of contractors/subcontractors' certificates of insurance and bonding. If requested by City, the Conservancy will submit its request to make improvements through the Non-Park Use of Park Property permitting process for review of the project and issuance of a permit of entry or development of a different form of agreement. As required by law, the Conservancy shall apply for and obtain any required permits, which may include, but not be limited to, Historic Resource Review, Building Permit, Tree Permit, Public Works Permit, and any other permits required from any other regulatory agency. All of the Conservancy's improvement plans for construction, alteration or changes to the components of the Sequence shall be signed and sealed by a landscape architect, architect and/or engineer licensed by the State of Oregon, as appropriate to the scope of work. The Conservancy shall provide the City with proof of valid permits prior to commencement of any work and proof of inspection approval after work completion. The City of Portland's Bureau of Development Services, Portland Bureau of Transportation, Urban Forestry, and other City bureaus shall be considered separate

regulating or permitting bodies from Portland Parks & Recreation. All work performed to the Sequence shall be done in strict compliance with all applicable building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations, and ordinances.

- 4.3. The City's written consent and approval of proposed or constructed Conservancy improvements shall create no responsibility or liability on the part of the City for design completeness, sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities, and shall not be construed as the City's warranty or approval of the adequacy, competence, experience, bonding or licensure of any contractors/subcontractors or the quality of the work that may be performed by these persons. The Conservancy remains liable to the City for non-compliance and defects in any work performed by the Conservancy's contractors/subcontractors.
- 4.4. The Conservancy shall include the City's assigned liaison and other staff assigned by the City's liaison in all design and construction meetings and substantial and final completion walk throughs. The Conservancy shall provide all construction submittals, requests for information, and other construction related paperwork to the City's assigned liaison, and provide adequate time for City staff review and input. The Conservancy shall submit to the City a detailed construction schedule for the work and shall keep the City updated on look-ahead schedules and any overall project schedule changes as the work progresses. All work performed by the Conservancy shall be carried forward expeditiously and be completed within a reasonable time. All work shall be completed in a good workmanlike manner and in accordance with all applicable codes, industry standards and the approved and permitted drawings and specifications. The City or its employees or agents shall have the right at all reasonable times to inspect the quality and progress of the work. The Conservancy shall provide the City Record Drawings and Specifications, as well as project close out and operations & maintenance manuals related to the construction, alteration, or changes to the components of any portion of the Sequence in the City's required digital CAD-drafted format, at completion of the Conservancy's construction.
- 4.5. Upon completion and acceptance by the City of any improvements, all improvements and work product shall become the property of the City. The Conservancy shall require of its contractors a minimum of a two-year installation warranty on all repairs and improvements, transfer all contractor/subcontractor and manufacturer warranties to the City and cooperate with the City in the enforcement of any warranties.
5. **Conservancy Events.** From time to time, Conservancy may sponsor Rate 1 (No sales, admission fees, or concessions) cultural and educational events open to the public in the Sequence, as well as fundraisers where all proceeds will be reinvested in the Sequence. Upon request from City, the Conservancy will provide City with a report showing the amount of funds raised and how such funds were reinvested in the Sequence. Conservancy will work with Park's Customer Service Center to schedule such events at

mutually agreeable times and will obtain and comply with an event permit. City agrees to waive permit application and use fees for such events.

6. **Historic Landmark Designation.** It is anticipated that the Conservancy may pursue a Historic Landmark Designation through the National Parks Service. The Conservancy will not begin that process prior to obtaining the written consent of the City, and, if the designation is pursued, the Conservancy will regularly coordinate with City to ensure that any requirements related to the designation are acceptable to City.

7. **Early Termination.**

- 7.1 The City and Conservancy, by mutual agreement, may terminate this Agreement at any time.
- 7.2 The City, on thirty (30) days written notice, may terminate this Agreement upon a determination by the City Council that termination is required in the public interest. Before terminating the Agreement under this Subsection, the City shall give reasonable advance notice, in writing, to the Conservancy, and shall give the Conservancy an opportunity to appear before the City Council and to comment on whether termination is, in fact, required in the public interest.
- 7.3 Either the City or the Conservancy may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to 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 after such notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If the breach is not reasonably capable of being completely cured within fifteen (15) days, then the party giving notice shall not terminate the Agreement so long as the breaching party commences the cure within fifteen (15) days, diligently pursues completion of the cure, and completely cures the breach within a reasonable time.

8. **Insurance and Indemnification**

- 8.1. The Conservancy will hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including attorney fees and costs) brought against any of them arising from the Conservancy's activities under this Agreement, or its contractors' or subcontractors' work or activities on the Sequence. The Conservancy will require its contractors and subcontractors to hold harmless, defend and indemnify the City and the Conservancy, and their respective officers, agents and employees against all claims, demands, actions and suits (including attorney fees and costs) brought against any of them arising from the contractors or subcontractor's work or activities on the Sequence. Neither the Conservancy or its contractors or subcontractors shall be liable for claims caused by the sole negligence of the City, its officers, directors, agents and employees.

8.2. The Conservancy will obtain and maintain, and require all of its contractors and subcontractors to obtain and maintain, public liability and property damage insurance that protects the City and the Conservancy, and their respective officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work done on the Sequence. This insurance will provide coverage for not less than \$1,000,000 for bodily injury to each person, \$2,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance are subject to change based on statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds the City, and its respective officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance will provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City. If the insurance is canceled or terminated prior to completion of the term of the project, the Conservancy will obtain, and will require its contractors and subcontractors to provide a new policy with the same terms. The Conservancy and its contractors and subcontractors will maintain continuous, uninterrupted coverage for the term of the Agreement. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Conservancy or its contractors or subcontractors. A certificate of insurance and additional insured endorsement certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney. The Conservancy will require its contractors or subcontractors to execute the Subcontractor Agreement attached as Exhibit C if requested by the City or needed to meet the insurance requirements of the City.

8.3. The Conservancy and its contractors and subcontractors shall obtain workers' compensation insurance as required by ORS Chapter 656 as it may be amended. Unless exempt under ORS Chapter 656, the Permittee shall maintain coverage for all subject workers.

9. **Subcontracts and Assignment.** It is acknowledged that the Conservancy will use contractors and subcontractors to perform work under this Agreement. The Conservancy shall not subcontract, assign or transfer this Agreement, or its rights or obligations

hereunder, without the prior written consent of the City, which may be granted through the Subcontractor Agreement when appropriate. Notwithstanding any assignment, subcontract or transfer, or the City's approval thereof, the Conservancy will remain obligated for the full performance of its obligations hereunder, and the City will incur no obligations other than its obligations to the Conservancy.

10. **No Third Party Beneficiaries.** The City and the Conservancy are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Successors in Interest.** The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and approved assigns.
12. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. **Waiver.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that or any other provision.
14. **Governing Law.** This Agreement will be construed in accordance with the provisions of the laws of the State of Oregon without regards to conflicts of law provision therein. Any action or suit involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon.
15. **Amendments.** Any and all changes to this Agreement may be made only by written amendment signed by the parties. The Director of Parks and Recreation, or the Director's designee, is authorized to negotiate and execute written amendments to this Agreement on behalf of the City.
16. **Public Space.** The Conservancy understands that there are many uses and activities occurring at Portland parks including the Sequence, including recreation and pedestrian traffic during park open hours. The Conservancy must manage its and its contractor's behavior, activity, use and any business allowable under this Agreement so that the Conservancy, its contractor, or any of their employees, agents or invitees do not create congestion to parks trails or paths for persons with disabilities or for persons wishing to engage in businesses with the City, or unduly interfere with other persons who may wish to use Portland parks. The Conservancy understands that there may be unexpected crowds, gathering and other expressive activities at Portland parks. The Conservancy understands and assumes potential risks of damages, losses, interruption or interference to its business or commercial activities, or personal injuries to the Conservancy, its contractor, or the Conservancy's or its contractor's employees, agents or invitees that

may be caused by any third parties.

17. **Compliance with Park Rules.** The Conservancy is subject to all Parks regulations, City codes, statutes and laws including, but not limited to the prohibited conducts under Portland City Code (PCC) Chapter 20.12, such as prohibited conducts relating to permits (PCC 20.12.060), prohibition against weapons (PCC 20.12.050), emergency access restriction (PCC 14C.30.010), and crowd management and dispersement requirements (ORS 131.675).
18. **Respectful Workplace.** The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's Human Resources Administrative Rule (HRAR) 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. The Conservancy warrants it and its contractor shall have appropriate workplace anti-harassment policy and protocols and shall comply with the terms and conditions HRAR 2.02 as further described at: <<https://www.portlandoregon.gov/citycode/27929>>” or such more stringent requirements that may be adopted by the Conservancy or its contractor(s).

The City of Portland and the Halprin Landscape Conservancy through their duly authorized representatives execute this Agreement.

CITY OF PORTLAND

**HALPRIN LANDSCAPE
CONSERVANCY:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT "A"
PORTLAND OPEN SPACE SEQUENCE



Exhibit B- Maintenance Schedule for Halprin Sequence Parks

Pettygrove		Lovejoy		Ira Keller		The Source	
PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility
Winter Maintenance		Winter Maintenance		Winter Maintenance		Winter Maintenance	
Daily Tasks		Daily Tasks		Daily Tasks		Daily Tasks	
Utter Pickup 1 x/day		Utter Pickup 1 x/day		Utter Pickup 1 x/day			Utter Pickup 1 x/day
Empty garbage cans 1 x/day Graffiti removal (as needed)		Empty garbage cans 1 x/day Graffiti removal (as needed)		Empty garbage cans 1 x/day Graffiti removal (as needed)			
Weekly tasks		Weekly tasks		Weekly tasks		Weekly tasks	
Blow pavement and drain grates (catch basin & trench) 1 x/week		Blow pavement and trench drain grates 1 x/week		Blow pavement, 2 runoff and 4 CB grates 1 x/week			Blow pavement and trench drain grates 1 x/week
Seasonal tasks		Seasonal tasks		Seasonal tasks		Seasonal tasks	
Winterize fountain	Winterize irrigation system	Winterize fountain		Winterize irrigation system		Winterize fountain	
	Low limb/deadwood removal up to 15' as needed		Low limb/deadwood removal up to 15' as needed	Winterize fountain			
				Low limb/deadwood removal up to 15' as needed			
				Maintain landscape beds			
Leaf Season		Leaf Season		Leaf Season			
	Rake / pickup leaves (1-2 x/week)		Rake / pickup leaves (1 x/every 2 weeks) (Aug - Dec.)		Rake / pickup leaves (1 x/every 2-3 weeks)		Rake / pickup leaves (1 x/every 2-3 weeks)
	Blow leaves (1-2 x/week)		Blow leaves (1 x/week)		Blow leaves (1-2 x/week)		Blow leaves (1-2 x/week)
	Clear 16 catch basins & SE trench drain (1-2 x/week) during leaf season		Clear trench drains (1-2 x/week) during leaf season		Clear catch basins (1-2 x/week) during leaf season		Clear trench drains (1-2 x/week) during leaf season
Summer Maintenance		Summer Maintenance		Summer Maintenance		Summer Maintenance	
Daily Tasks		Daily Tasks		Daily Tasks		Daily Tasks	
Utter Pickup 2 x/day (6 days/week; 1 x/Sunday)		Utter Pickup 2 x/day (6 days/week; 1 x/Sunday)		Utter Pickup 2 x/day (6 days/week; 1 x/Sunday)		Maintain Fountain (7 days/week)	Utter Pickup
Empty garbage cans 2 x/day (6 days/week; 1 x/Sunday)		Empty garbage cans 2 x/day (6 days/week; 1 x/Sunday)		Empty garbage cans 2 x/day (6 days/week; 1 x/Sunday)			
Graffiti removal (as needed)		Graffiti removal (as needed)		Graffiti removal (as needed)			
Maintain Fountain (3 days/week)		Maintain Fountain (7 days/week)		Maintain Fountain (7 days/week)			
Weekly Tasks		Weekly Tasks		Weekly Tasks		Weekly Tasks	
Blow paths and drain grates (catch basin & trench) (1 x/week)	Mow lawns (1 x/week)	Blow pavement and trench drain grates (1 x/week)		Blow pavement, 4 catch basin & 2 runoff grates (1 x/ week)			Blow pavement and trench drain grates (1 x/week)
		Water planters 3 x/week		Mow lawns 1 x/week			
Monthly Tasks		Monthly Tasks		Monthly Tasks		Monthly Tasks	
	Hose clean 16 catch basin grates and SE trench drain grate to unclog openings. Hose clean and scoop debris from SE trench drain channel (1 x/month or as needed to keep water flowing)	Hose clean trench drain grates to unclog openings. Hose and scoop debris from trench drain channels (1 x/month or as needed to keep water flowing)		Hose clean 4 catch basin and 2 runoff grates to unclog openings (1 x/month or as needed)			Hose clean trench drain grates to unclog openings. Hose and scoop debris from trench drain channels (1 x/month or as needed to keep water flowing)
	Shrub bed / base of tree weed control (as needed)	Shrub bed / base of tree weed control (as needed)		Maintain shrub beds and base of trees weed control (1 x/month)			
	Maintain and water Montgomery St. Pedestrian Mall raised planters			Check irrigation (1 x/month) and adjust heads (as needed).			
	String trim edges (1 x/month)			String trim edges (1 x/month)			
Seasonal Tasks		Seasonal Tasks		Seasonal Tasks		Seasonal Tasks	
De-winterize fountain	Audit irrigation system (2 x/year)	De-winterize fountain		De-winterize fountain		De-winterize fountain	
	Adjust heads (as needed)			De-winterize irrigation			
	Repair leaks (as needed)						
	De-winterize irrigation						
Annual Tasks		Annual Tasks		Annual Tasks		Annual Tasks	
No PP&R lights. (Lollipop lights are PBOT.)	Add mulch at base of tree in asphalt cutout	Re-lamp most light fixtures 1 x/2 years). For LED fountain lights, test at fin dewinterization (1 x/year). For all LED fountain and wall lights, replace drivers as needed. (Lollipop lights are PBOT.)	Light pressure wash - Concrete walls, curbs, benches, steps, pavement on desired schedule (1 x/year)	For LED fountain lights, test at fountain dewinterization. For all LED fountain, wall and most lights, replace drivers as necessary. (Lollipop lights are PBOT.)	Light pressure wash - Concrete walls, curbs, pavement on desired schedule (1 x/year)	Re-lamp fountain light fixture (1 x/year) [Not working currently. PP&R to attempt to fix/replace fixture.] (Lollipop lights are PBOT.)	Light pressure wash - Concrete curbs, plaza pavement (1 x/year).

Pettygrove		Lovejoy		Ira Keller		The Source	
PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility	PP&R Responsibility	Conservancy Responsibility
Vac truck out catch basins & trench drain channels (1 x/2 years or as needed)	Light pressure wash - Concrete curbs and pavement, asphalt pavement, stone walls and steps, benches on desired schedule (1 x/year)	Light pressure wash - Concrete walls, curbs, benches, steps, pavement (key locations as needed).	Light pressure wash - Fountain surfaces (every March)	Light pressure wash - Concrete walls, curbs, steps, and pavement (key locations as needed).	Clean out fountain (leaves & debris) in March (coordinate with Fountain Crew.) Light pressure wash - Fountain surfaces (every March).	Other on-demand work as needed	Light pressure wash - Fountain surfaces (every March)
Pressure wash benches (1 x/year)	Light pressure wash - Fountain surfaces (every March)	Vac truck out trench drain channels and cleanouts (1 x/2 years or as needed)	Thorough pressure wash - Concrete walls, curbs, benches, steps, pavement, fountain surfaces on desired schedule (1 x/3 years or as needed, not to be done in summer)	Vac truck out catch basins (1 x/2 years or as needed)	Thorough pressure wash - concrete walls, curbs, steps, pavement, fountain surfaces on desired schedule (1 x/3 years or as needed, not to be done in summer)		Thorough pressure wash - Concrete curbs, plaza pavement, fountain surfaces (1 x/3 years or as needed, not to be done in summer).
Other on-demand work as needed	Thorough pressure wash - Concrete curbs and pavement, asphalt pavement, stone walls and steps, benches, fountain surfaces on desired schedule (1 x/3 years or as needed, not to be done in summer)	Add mulch at base of established trees. (UF will do new trees during Establishment Period.) ONLY at parks - not on connecting Pedestrian Malls.		Mulch tree cutouts and planting beds. (UF will do new trees during Establishment Period.) ONLY at parks - not on connecting Pedestrian Malls.			Vac truck out trench drain channels and cleanouts (1 x/2 years or as needed)
		Other on-demand work as needed		Other on-demand work as needed			
No broad leaf weed control in turf due to IPM policies				No broad leaf weed control in turf due to IPM policies			

Exhibit C

CONTRACTOR/SUBCONTRACTOR CONSENT AGREEMENT

This Contractor/Subcontractor Consent Agreement (the "Agreement") entered into by and between

("Subcontractor") and the City of Portland, ("City"), a municipal corporation duly organized and existing under the laws of the State of Oregon. This agreement is effective _____, 20____ and will terminate when Subcontractor's work on the Portland Open Space Sequence is complete.

The purpose of this agreement is to establish the City's consent to Halprin Landscape Conservancy's use of Subcontractor for work on the Portland Open Space Sequence. In exchange for the City's consent to allow Subcontractor to enter City property to perform services for the City's contractor, Halprin Landscape Conservancy, Subcontractor hereby agrees to comply with the City's insurance requirements. However, City shall incur no obligations to Subcontractor hereunder and City may terminate this Agreement at any time for any reason.

CITY INSURANCE REQUIREMENTS

1. Subcontractor will maintain public liability and property damage insurance that protects the City and Subcontractor, and their respective officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work done on the Portland Open Space Sequence. This insurance will provide coverage for not less than \$1,000,000 for personal injury to each person, \$2,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds the City and Subcontractor, and their respective officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance will provide the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the term of the project, Subcontractor will require its contractors and subcontractors to provide a new policy with the same terms. Subcontractor's contractors and subcontractors will maintain continuous, uninterrupted coverage for the duration of this Agreement. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Subcontractor's contractors or subcontractors. A certificate of insurance certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney.

2. Subcontractor must obtain workers' compensation insurance for all of their workers and employees either as a carrier insured employer or as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before commencing work on this project. If Subcontractors or its employees either are defined under that Chapter as non-subject workers or are not defined under that Chapter as subject workers, the contractors and subcontractors will elect and obtain workers'

compensation insurance under ORS 656.039 before commencing work on this project. A certificate of certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney. The Subcontractor's contractors and subcontractors will further agree to maintain this workers' compensation insurance coverage throughout the duration of the work on this project.

The City of Portland and _____ through
their duly authorized representatives execute this Contractor/Subcontractor Consent Agreement.

CITY OF PORTLAND

By:

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Approved as to Form: