

**INTERGOVERNMENTAL AGREEMENT
for
CONSTRUCTION OF NEW COMMUNITY GARDENS**

Between

East Multnomah Soil and Water Conservation District
5211 N. Williams
Portland, Oregon 97217
(503) 222-7645

"DISTRICT"

and

The City of Portland
Parks Bureau
1120 SW Fifth Ave #1302
Portland OR 97204
(503) 823-7529
"CITY"

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PURPOSE

This Memorandum of Agreement (hereinafter "IGA") is made and entered into by and between the East Multnomah Soil and Water Conservation District (hereinafter "DISTRICT"), and the City of Portland Parks Bureau (hereinafter "CITY"). This IGA defines the roles and responsibilities of the parties related to the specific uses of funds to be provided by the DISTRICT to the CITY.

EXECUTION OF THIS DOCUMENT

This document constitutes the entire agreement between the DISTRICT and the CITY.

EFFECTIVE DATE AND DURATION

This agreement shall be effective upon the signature of all of the parties and will remain in force until either all funds are appropriately expended on items listed in the scope of work or on December 31st 2011 whichever is sooner, unless this IGA is discontinued or modified prior to that time. Funds not appropriately expended on items listed in this scope of work (or otherwise properly authorized) by December 31st 2011 will be returned to the DISTRICT.

AVAILABILITY OF FUNDS

Through a motion passed by the DISTRICT Board of Directors at the February 19th, 2010 Board meeting, the DISTRICT has authorized financial assistance to the CITY for the purposes of removing pavement and amending soil for development of new Community Gardens within the EMSWCD District boundaries.

SCOPE OF WORK

This IGA is entered into to support certain CITY activities that lead to development of new and/or expanded Community Gardens within the EMSWCD District boundaries.

Eligible expenses include:

Equipment rental and operator fees
 Purchase and delivery of soil amendments
 Contracting costs for concrete or pavement and debris removal and recycling
 Costs associated with tillage
 Erosion control measures as needed
 Stormwater management as needed
 Weed control
 Sod removal
 Soil testing (for toxics and nutrients)
 Additional related items as agreed to in writing by EMSWCD

Funds not appropriately expended on items listed in this scope of work (or otherwise properly authorized) by December 31st 2011 will be returned to the DISTRICT.

DISTRICT RESPONSIBILITIES

The DISTRICT will make funds available to the CITY to carry out activities related to the Scope of Work outlined above.

DISTRICT will:

- Provide funding in an amount not to exceed \$50,000 at the inception of this IGA.
- A check for \$50,000 will be sent to the CITY upon receipt of a signed original of this document.
- Review the required report from the CITY in a timely manner.
- Advise the CITY at any time it is determined that the work funded under this IGA is being conducted in such a manner as to be in violation of this IGA or otherwise of concern to the DISTRICT, and request, if necessary, an amendment to the IGA to reflect any adjustments, including the contract amount, or request that funds be returned within thirty (30) days.

CITY RESPONSIBILITIES

The CITY shall be accountable for all funds received from the DISTRICT and shall use the funds for the purposes approved by the DISTRICT. All DISTRICT funds shall be separately accounted for and the CITY will provide an itemized report to the DISTRICT describing the use of the funds.

CITY will:

- Provide to the DISTRICT a report on the work that was accomplished related to this IGA. The report must include:
 - Narrative describing activities and/or accomplishments directly related to the above Scope of Work.
 - Itemized list of expenses for which these funds were used.
 - All documentation listed above is to be provided by December 31, 2011.
- Provide public recognition of the DISTRICT. Examples include: signage at an event, mention in The Community Gardens website and newsletter.

Note: DISTRICT funds may not be used for lobbying, attempts to influence voting or legislation, advocacy, or other political activity, or for litigation of any kind.

Funds not appropriately expended on items listed in this scope of work (or otherwise properly authorized) by December 31st 2011 will be returned to the DISTRICT.

CONTACTS

All documentation and correspondence shall be directed to the appropriate contact person.

For the DISTRICT:

Lissa Adams, Finance Manager
 East Multnomah Soil & Water Conservation District
 5211 N. Williams Avenue
 Portland, OR 97217
 Phone: 503-222-7645 x 117
 Email: lissa@emswcd.org

For the CITY:

Leslie Pohl-Kosbau
 Director
 Office of Community Gardens
 Portland Parks Bureau
 6437 SE Division
 Portland, OR 97206
 Phone: 503-823-1612
 Email: PKLESLIE@ci.portland.or.us

OTHER TERMS OF THIS AGREEMENT

Compliance with applicable law:

- CITY shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this IGA.

Insurance:

- WORKERS' COMPENSATION: CITY, its subcontractors, if any, and all employers working under this IGA are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires workers' compensation coverage for all subject workers.

Indemnification:

- Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, CITY and DISTRICT shall each be solely responsible for any damage or any third party liability which may arise from CITY's or DISTRICT's own acts or omissions under this agreement. CITY and DISTRICT shall not be required to indemnify nor defend the other party for any liability arising out of the wrongful acts of employees or agents of the other party.

Nondiscrimination:

- CITY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. For work related to this IGA, CITY agrees to comply with DISTRICT's policy of prohibiting discrimination on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program.

Termination of agreement:

- DISTRICT or CITY may terminate this IGA with or without cause at any time by giving thirty (30) days written notice. The notice will be given to the other party in writing stating the reason for termination and delivered by certified mail or in person.
- CITY shall, upon receipt of any such notice of termination, refrain from incurring any further costs under this IGA and shall use its efforts to cancel commitments made by it prior to receipt of such notice. Such termination shall, however, not affect any commitments, which, in the judgment of the DISTRICT, have properly become legally binding prior to the effective date of termination and which could not have reasonably have been rescinded by the CITY. Any prepaid, but uncommitted, funds shall be returned promptly to the DISTRICT.

FOR CITY OF PORTLAND PARKS BUREAU:

 Authorized City Representative (*Please sign in blue ink*)

 Date

 Printed or Typed Name and Title of City Representative
FOR EAST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT:

 Authorized District Representative (*Please sign in blue ink*)

 Date

 Printed or Typed Name and Title of District Representative