

INTERGOVERNMENTAL AGREEMENT

Agreement No. _____

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Bureau of Environmental Services, hereafter called "BES" and Columbia Land Trust (formerly known as Three Rivers Land Conservancy, hereafter called "AGENCY").

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

BES and Agency desire to work together to implement land acquisition activities for the Baltimore Woods Connectivity Corridor project as outlined in Ordinance No. 183822.

By this IGA, Agency agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work, and BES agrees to reimburse AGENCY for costs associated with the provision of these services as described in this document.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from the date of execution by both parties. Both 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. Unless earlier terminated or extended, this IGA shall expire when AGENCY's completed performance has been accepted by BES or June 30, 2013 whichever date occurs first.
2. Statement of Work. The statement of work, (the "Work") including the delivery schedule and budget for such Work, is identified in the Statement of Work below. AGENCY agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. BES agrees to pay AGENCY a sum not to exceed \$20,000 as allocated in the Statement of Work.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

BES

Project Manager: Anne Nelson
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-2584
 Fax: (503) 823-5344
 Email: anne.nelson@portlandoregon.gov

AGENCY

Project Manager: Virginia Bowers
 Organization: Columbia Land Trust
 Address: 1351 Officers Row
 Vancouver, WA 98661-3856
 Phone: (360) 213-1207
 Fax: 360.696.1847
 Email: vbowers@columbialandtrust.org

5. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from BES's Project Manager.
6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

7. Reimbursement.

- A. AGENCY shall submit itemized invoices to BES for reimbursement of services performed; noting the project and CITY contract number and the allocation of costs in accordance with line items identified in the corresponding Work.
- B. Costs incurred for travel shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations and all travel has been approved by the BES Project Manager and identified in the Statement of Work.
- C. Non-itemized or incomplete billings shall be detained for payment processing until AGENCY has supplied correct information to BES.
- D. AGENCY shall submit to BES a quarterly invoice for costs incurred during the preceding period no later than 45 days following the end of that performance period. BES shall not be liable for reimbursement of costs after that date.
- E. Invoices shall be submitted in duplicate, identifying the CITY IGA number to:

Anne Nelson
 BES
 1120 SW Fifth Avenue, Room 1000
 Portland, OR 97204

BES shall pay all approved invoices within 30 days.

- F. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of BES and shall be surrendered upon completion of services or termination of this IGA.
- G. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA.

8. Termination.

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
- B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
- C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
- D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.

- 9. Funds Available and Authorized. Both parties certify that at the time the IGA is written that funds are identified in corresponding fiscal year budgets and are authorized or will be authorized through the annual budget approval process, for expenditure to finance costs of this IGA within either party's current appropriation or limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.

10. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
11. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
12. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
13. Ownership of Work Product. All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of BES. However, AGENCY reserves the right to retain copies of such items for its records.
14. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript.
15. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA.
16. No Third Party Beneficiary. BES and AGENCY are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
17. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this IGA, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

STATEMENT OF WORK

Scope of Work

For fiscal years 2011 thru 2013, Columbia Land Trust will complete the following for the Thorpe, Bridgeview and Perrin properties in the Baltimore Woods connectivity corridor:

- Negotiate property acquisitions with landowner in Baltimore Woods
- Review title reports and coordinate removal of unacceptable items
- Coordinate closing on three acquisitions with Sellers, Buyer's realtor, title company, City of Portland, and Metro
- Develop baseline reports for acquisition parcels

- Oversee restoration work conducted by SOLV
- Track volunteer hours by SOLV and Friends of Baltimore Woods volunteers
- Assist with development of management plan for acquired properties.

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

Schedule

Columbia Land Trust will invoice BES on a quarterly basis, on the following dates, and as work is completed on each site:

February 30
May 30
October 30
December 30

Budget

Total payments shall not exceed \$20,000.

This IGA 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 BES and AGENCY may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

COLUMBIA LAND TRUST SIGNATURES:

BY: _____

Date: _____

Name: _____

Title: _____

IGA No. _____

IGATitle: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Purchasing Agent

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM** JVP

By: _____ Date: 8/23/10
Office of City Attorney *Paula Henry*
CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

Agreement No. _____

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This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

PURPOSE

BES and Agency desire to work together to provide on-the-ground streamside restoration, maintenance and monitoring for the Baltimore Woods Connectivity Corridor project as outlined in Ordinance No. 183822.

By this IGA, Agency agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work, and BES agrees to reimburse AGENCY for costs associated with the provision of these services as described in this document.

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BES

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 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-2584
 Fax: (503) 823-5344
 Email: anne.nelson@portlandoregon.gov

AGENCY

Project Manager: Steve Kennett
 Organization: SOLV
 Address: 5193 NE Elam Young Parkway, Suite B
 Hillsboro, OR 97124
 Phone: 503-844-9571
 Fax: 866-357-6386
 Email: steve@solv.org

5. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from BES's Project Manager.

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Portland, OR 97204

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STATEMENT OF WORK

Scope of Work

For fiscal years 2011 thru 2013, SOLV will engage the Friends of Baltimore Woods, citizens, scouts, school groups and work crews in on-the-ground streamside restoration, maintenance and monitoring at the following sites:

Baltimore Woods – Thorpe, Bridgeview and Perrin properties:

- Lead community work parties
- Removal of invasive plant species, including Himalayan blackberry, English ivy, and clematis
- Install native vegetation
- Removal of 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.

Schedule

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

SOLV SIGNATURES:

BY: _____

Date: _____

Name: _____

Title: _____

IGA No. _____

IGATitle: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Purchasing Agent

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: 8/23/10
Office of City Attorney *Theresa Henry*
CITY ATTORNEY

APPROVED AS TO FORM
JUD