

INTERGOVERNMENTAL AGREEMENT

METRO
and
CITY OF PORTLANDPeer-Reviewed Weed Treatment Calendar

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between Metro ("Metro"), a municipal corporation and political subdivision of the State of Oregon, and the City of Portland ("City"), acting by and through its Bureau of Environmental Services.

RECITALS:

WHEREAS, the City of Portland's Bureau of Environmental Services has staff expertise needed by Metro's Natural Areas Program; and

WHEREAS, pursuant to the passage of the 2013 Natural Areas Local Option Levy, Metro will be performing maintenance and core stewardship activities throughout the regional portfolio of natural areas. One of the necessary processes to accomplish this will be the development and use of peer-reviewed weed treatment best management practices; and

WHEREAS, Metro and the City agree that the City of Portland Bureau of Environmental Services Early Detection Rapid Response Program has the expertise to develop several of the products required to meet that need; and

WHEREAS, Metro and the City acknowledge that they have authority to enter into this Agreement pursuant to the powers contained in their respective charters and in ORS 190.010;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

- A. Project Declaration. The activities described in this IGA are for the development of a peer-reviewed weed treatment calendar and to research best management practices to complete agreed-upon actions required in the calendar.
- B. Scope of Work. The scope of work ("the Work"), including the delivery schedule and budget for the Work, is contained in the SCOPE OF WORK attached hereto as Attachment A. City agrees to perform the Work in accordance with the terms and conditions of this IGA.
- C. Effective Date and Duration. This IGA is effective when the IGA is executed by all parties. Unless earlier terminated or extended, this IGA will expire on June 30, 2015. The parties recognize and agree that some of the planning and research necessary to meet the goals addressed in this IGA have commenced prior to the effective date of this IGA.

D. Project Management

Unless otherwise set forth herein, all notifications made related to this Agreement shall be made in writing to the respective Project Managers listed below:

Metro

Katy Weil
Metro Natural Areas
600 NE Grand Avenue
Portland, OR 97232-2736

City

Dominic Maze
Portland Bureau of Environmental Services
1120 SW Fifth Avenue, Rm. 1000
Portland, OR 97204

E. Payment and Billing

1. Metro agrees to pay City a lump sum amount of \$16,000 for performance of the work. This lump sum amount includes all fees, costs and expenses to complete the Work. A cost contingency in the additional amount of \$4,000 is acknowledged. Expenditure of contingency funds must be authorized by Metro and will be included in the event of a mutually-agreed upon need in scope change. The total not-to-exceed amount of this IGA is \$20,000.
2. City shall submit an invoice to Metro upon completion of the work and submission of all deliverables. City's invoice will include an itemized statement of work done and expenses incurred during the billing period. Payment shall be made by Metro on a net 30 day basis upon approval of invoice.
3. City shall submit invoices to:

Metro
Attention: Accounts Payable,
600 NE Grand Avenue
Portland, OR 97232-2736

F. General Obligations

1. 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 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.
2. Indemnification - City. The City shall defend, indemnify and hold harmless Metro and its elected officials, officers, agents and employees, for, from, and against any and all loss, damages, injury, property damage, expenses, judgments, claims, penalties, fines, actions, or liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to

the wrongful acts of the City's elected officials, officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

3. Indemnification – Metro. Metro shall defend, indemnify and hold harmless the City and its elected officials, officers, agents and employees, for, from, and against any and all loss, damages, injury, property damage, expenses, judgments, claims, penalties, fines, actions, or liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the wrongful acts of Metro's elected officials, officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.
4. Laws of Oregon. This IGA shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the court of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Metro, the City and all employers working under this Agreement are subject employers that will comply with ORS 656.017.
5. Assignment. Neither party shall assign any of its responsibilities under this Agreement without prior written consent from the other party, except that both Metro and the City may subcontract for performance of their respective responsibilities under this Agreement only as set forth herein.
6. Ownership of Work Product. All work products, including reports and research data in hard copy or electronic form that result from this IGA are the joint property of Metro and City.
7. 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 this IGA for the purpose of making audits, examinations, excerpts, and transcripts.
8. 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.
9. No Third Party Beneficiary. Metro and City 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.
10. Severability. If any covenant or provision in this IGA shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then

continue to conform with the terms and requirements of applicable law and the intent of this IGA.

11. Amendments. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter set forth herein, and supersedes any prior oral or written agreements or representations.

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 City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

CITY OF PORTLAND

METRO

By: _____
Dean Marriott, Director

By: Martha Bennett
Martha Bennett, Chief Operating Officer

Date: _____

Date: 2/7/14

Approved as to form:

APPROVED AS TO FORM

City Attorney [Signature]
CITY ATTORNEY 1/30/14

ATTACHMENT A

SCOPE OF WORK**1. Description****A. Project Goals**

Develop a peer-reviewed weed treatment calendar and draft best management practices for successful natural areas maintenance and core stewardship planning within Metro's current natural area portfolio. Provision of technical advisory services as needed to educate Metro staff on the successful use of these tools.

B. Services Performed by City

1. Initial meeting to discuss scope of work, product timeline, and proposed peer reviewers.
2. Analyze current program and various treatment calendars within and without the Metro Natural Area program and assess how to combine. Select species criteria, canvass for target species; and determine final species selection. Develop treatment timeline.
3. Select peer review team, in coordination with Metro project manager.
4. Develop a weed treatment calendar which will include a completed peer review process.
5. Best Management Practices (BMP) development: Best management practices will be researched and incorporated into the final work product.
6. Technical education: City staff may provide training services to Metro staff on an as needed, and mutually agreed upon, basis.

C. Services Performed by Metro

1. Metro shall review all materials submitted by the City in a timely manner.
2. Metro shall meet with City staff at regular intervals to ensure goals and objectives of both parties are on track.

2. Schedule and Deliverables

Draft species list	01/8/2013
Tentative list of draft reviewers	01/8/2013
Final list of reviewers	01/15/2013
Final species selection	01/15/2013
Treatment timeline (draft 1)	02/31/2013
Review of draft 1	03/10/2014
Revisions complete (draft 2)	03/24/2014
Review of draft 2	04/5/2014
Revisions complete (final)	04/8/2014
Final draft approval	04/15/2014

3. Budget.

The budget for this project is as follows:

\$16,000	Lump sum reimbursement for services
<u>4,000</u>	Contingency
\$20,000	Total not-to-exceed amount

The lump sum budget amount is based on the following City staff hourly rates:

Mitch Bixby	Botanical Specialist II	\$120.50/hr
Dominic Maze	Environmental Specialist	\$135.00/hr