

Laurelhurst School Stormwater Retrofit

INTERGOVERNMENTAL AGREEMENT

Agreement No.: _____

This Intergovernmental Agreement ("IGA") is entered into by and between the City of Portland ("the City"), by and through its Bureau of Environmental Services ("BES"), and Portland Public Schools District No. 1J, Multnomah County ("the District") for construction, vegetation establishment, and warranty maintenance of a stormwater project at Laurelhurst School, 840 NE 41st Avenue ("the Project").

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon the date indicated in the GENERAL PROVISIONS below.

BACKGROUND

BES and the District have a history of partnering on stormwater management projects at schools to help address nearby sewer capacity problems that result in basement sewer backups and street flooding. BES partners with the District in cases where the project is the most cost-effective alternative for fixing the problem, and where green stormwater facilities can provide aesthetic and educational improvements to school grounds. These projects have made valuable improvements with mutual benefits for BES and the District.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective upon execution by all parties. Unless terminated or extended, this IGA shall expire on September 1st 2017. Provisions relating to examination of records, facility performance monitoring, maintenance, and publicity shall survive termination.
2. Statement of Work. The statement of work, including the Project's description and schedule, is contained in Exhibit A.
3. Consideration. No funds will be exchanged to meet the terms of this agreement. BES will, at its own expense, design, permit and build the Project.
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.

CITY

Project Manager: Henry Stevens
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-7867
 Email: henry.stevens@portlandoregon.gov

DISTRICT

Project Manager: Jerad Lillegard
 Organization: Portland Public Schools
 Address: 501 N Dixon St.
 Portland, OR 972
 Phone: 503-916-3034
 Email: jlillegard@pps.net

5. Amendments. The terms of this IGA may only be waived, altered, modified, supplemented, or amended by written instrument signed by both parties.
6. Termination. 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 30 days' written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the notice, the party seeking compliance may terminate this IGA.
7. Governing Law and 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.
8. 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 the IGA for any cause.
9. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, photographs, and records which are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcript.
10. Funds Available and Authorized. BES certifies that, as of this IGA's date of execution, sufficient funds are available and authorized for expenditure to finance the current fiscal year costs of the project identified in this IGA within BES' current appropriation and limitation. Both parties understand and agree that payment of amounts for the Project attributable to work performed after the last date of the current budget period is contingent on BES receiving appropriations, limitations, or other expenditure authority.
11. 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. Without limiting the generality of the foregoing, parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. 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, or representatives.
13. 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.
14. Hazardous substances. If, during construction of the Project, any existing hazardous substances as defined by Oregon or federal law are discovered, the City at its option may terminate the agreement. The District waives all claims against the City and shall hold harmless, defend and indemnify the City

from all claims arising in connection with existing hazardous substances on the Project site. The City will report to a regulatory agency any existing contaminated media or hazardous substances encountered during the investigation if the City is required to do so by law. The City will provide copies of the results of the environmental investigation to the District. The District shall be responsible for any actions required in connection with hazardous substances including additional costs associated with removal of hazardous substances.

RESPONSIBILITIES

City of Portland Bureau of Environmental Services (BES):

1. BES, its officers, employees, agents, contractors and subcontractors will submit any changes to the Statement of Work to the District through its project manager for approval. The Statement of Work will include a Project-specific scope of work, design plan, anticipated construction schedule, and description of anticipated vegetation establishment and warranty maintenance activities.
2. BES will assign a Construction Manager to manage the contracting and construction of the Project and act as a primary point of contact during the construction phase. The City's Construction Manager for the Project is Josh Robben, 503-823-7778.
3. All personnel accessing the site will obtain and wear PPS identification badges while onsite.
4. BES and its officers, employees, agents, contractors and subcontractors will design, obtain permits for, and construct the Project as described in the Project-specific scope of work and design plan.
5. BES and its officers, employees, agents, contractors and subcontractors will notify the District's project manager in writing or email of any major proposed changes to the design or function of the facility that results from circumstances that arise during construction. BES will not make the changes until after giving the District two business days to respond to the proposed changes.
6. BES and its officers, employees, agents, contractors and subcontractors will develop and submit to the District's project manager for approval an Operations and Maintenance Plan ("the O&M Plan," Exhibit B) that is consistent with the O&M requirements specified in the 2014 BES Stormwater Management Manual, in a form similar to the example attached as Exhibit B. After review and approval, BES will record the O&M Plan as required in the BES Stormwater Management Manual. BES and its officers, employees, agents, contractors and subcontractors will perform vegetation establishment and maintenance as specified in the recorded O&M Plan for the warranty period starting at the completion of construction (anticipated summer 2015) through September 1st, 2017.
7. Upon completion of construction, the City will restore areas disturbed by the City or the City's contractors to a condition that, in the reasonable judgment of the City, is as good as the condition that existed before the work began, except as to permanent changes made necessary by and authorized under this IGA. The area of repair or replacement will be limited to the area of damage, may have appearance variations due to age or weathering, and does not include any portion of the public right-of-way, as defined by the City.
8. The City will replace or remove any interpretive signs which have been vandalized.

Portland Public Schools (PPS):

1. After receiving project materials from BES, the District will provide written or emailed design comments and approval status to BES within ten working days.
2. The District will document its review and approval of the Project's phases in a form similar to the example attached hereto as Exhibit C. The District will grant a permit of entry for BES and its officers, employees, agents, contractors and subcontractors for the duration of the project, upon submittal of an Agreement for Temporary Site Access attached hereto as Exhibit D. No compensation will be paid for access.
3. The District agrees it owns and will continue to own the stormwater management system. The District will sign the O&M Plan that will be recorded in the Multnomah County deed records. All maintenance activities normally associated with school sites (e.g. trash removal) shall be the sole responsibility of the District immediately following construction. Following the vegetation establishment and maintenance warranty period, the District will be responsible for routine and long-term maintenance of the systems, including maintenance as described in the O&M Plan, including irrigation and plant replacement as necessary.
4. The District will provide BES access to water during the vegetation establishment and maintenance warranty period. The District will work with BES to provide other arrangements if access isn't available.
5. The District agrees that all future site changes will be subject to the then-current BES Stormwater Management Manual.
6. The District will allow BES workers or their representatives access to the site to make observations and conduct monitoring of the performance of the Project. This right of access will terminate on September 1, 2020 unless extended by mutual written agreement. BES workers and their representatives will have no unsupervised contact with students and will schedule times for access and notify the school principal of their presence on the school grounds. BES will ensure that its contractors will be in uniform and properly identified and will ensure that there is no unsupervised contact with students.
7. The District will allow City employees to publicize the nature and location of the facility upon authorization by the District Superintendent. The District will allow City staff to post an interpretive sign at the site upon approval by the District of the message and materials. This opportunity will be provided for a period of five years following the date of the Project's completion, as specified by the City in writing.
8. By request to and at the discretion of the school principal, the District will allow scheduled visits by citizens to learn more about the stormwater system and provide educational opportunities. This opportunity will be provided for five years.
9. 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 the City and the District may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

By: _____

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

186974

EXHIBIT A

Statement of Work

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EXHIBIT A

Statement of Work

The project is to construct four landscape areas at low points around the playground where stormwater will drain and be safely managed. The areas are stormwater management facilities designed to pond runoff briefly in large storms and provide infiltration. The designs will be consistent with BES standard designs for schools: the areas will pond runoff to no more than six inches during the largest storms, have piped overflows to the stormwater collection system, be filled with attractive plantings, and have unobtrusive fencing to limit unwanted access (but allow access for maintenance). The designs have been developed with a priority on minimizing maintenance. Existing examples of these types of vegetated stormwater facilities are at Glencoe Elementary School and Tabor Middle Schools.

The project will:

- Convert a total of 2,000 square feet of existing asphalt to attractive landscape areas at the locations of the four stormwater management facilities;
- Convert 900 square feet of existing asphalt to a nature-play area. The area will be surfaced with engineered wood fiber chips, helping reduce runoff by infiltrating the rain that falls on it.
- Install fourteen trees;
- Install seven benches along the edges of the landscape areas (four to replace existing benches that must be removed for the project).
- Install durable, small-scale fencing along the edges of the landscape areas;
- Disconnect downspouts at the annex to divert roof runoff into the facilities at that location;
- Replace 9,000 square feet of asphalt around the new landscape areas with new asphalt surface. In addition to modifying the grades to direct runoff into the landscape areas, this work will address existing problems with rain ponding in high-traffic areas.

Schedule (2015)

Permitting	January - February
Procurement	March - April
Construction	June 22 nd - August 21 st

EXHIBIT B

Example Operations and Maintenance Form and Plan

Simplified O&M Specifications PLANTERS

Maintenance Indicator	Corrective Action
Structural Components, including inlets and outlets/overflows, shall freely convey stormwater.	
<ul style="list-style-type: none"> ➤ Clogged inlets or outlets ➤ Broken inlets or outlets ➤ Damaged liners and walls ➤ Cracked or exposed drain pipes 	<ul style="list-style-type: none"> ➤ Remove sediment and debris from catch basins, trench drains, curb inlets, and pipes to maintain at least 50% conveyance capacity at all times. ➤ Repair or replace broken downspouts, curb cuts, standpipes, and screens as needed. ➤ Extend and secure liner to planter walls above the high water mark. The facility must be water tight to protect abutting foundations from moisture damage. ➤ Repair/seal cracks. Replace when repair is insufficient. Cover with 6 inches of growing medium to prevent freeze/thaw and UV damage.
Vegetation shall cover 90% of the facility.	
<ul style="list-style-type: none"> ➤ Dead or strained vegetation ➤ Tall or overgrown plants ➤ Weeds 	<ul style="list-style-type: none"> ➤ Replant per original planting plan, or substitute from Appendix F.4 plant list. ➤ Irrigate as needed. DO NOT apply fertilizers, herbicides, or pesticides. ➤ Prune to allow sight lines and foot traffic. Prune to ensure inlets and outlets freely convey stormwater into and/or out of the facility. ➤ Manually remove weeds. Remove all plant debris.
Growing/Filter Medium, including soil and gravels, shall sustain healthy plant cover and infiltrate within 48 hours.	
<ul style="list-style-type: none"> ➤ Erosion and/or exposed soils ➤ Scouring at the inlet(s) ➤ Ponding 	<ul style="list-style-type: none"> ➤ Fill, lightly compact areas of concern with City-approved soil mix. Stabilize soils with plantings from Appendix F.4. ➤ Replace splash pads at inlet(s) with gravel/rock. ➤ Remove the top 2-4 inches of sediment at the inlet(s). Add City-approved soil mix to match elevation of inlet. Rake, till, or amend with the City-approved soil mix to restore infiltration rate.

Annual Maintenance Schedule

Summer: Make any structural repairs. Improve filter medium as needed. Clear drain. Irrigate as needed.

Fall: Replant exposed soil and replace dead plants. Remove sediment and plant debris.

Winter: Monitor infiltration/flow-through rates. Clear inlets and outlets/overflows to maintain conveyance.

Spring: Remove sediment and plant debris. Replant exposed soil and replace dead plants.

All seasons: Weed as necessary.

Maintenance Records:

All facility operators are required to keep an annual inspection and maintenance log.

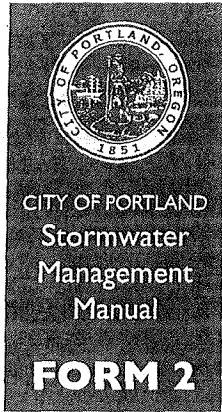
Record the date, description, and contractor (if applicable) for all structural repairs, landscape maintenance, and facility cleanup activities. Keep work orders and invoices on file and make available upon request of the City inspector.

Access: Maintain ingress/egress to design standards.

Infiltration/Flow Control: All facilities shall drain within 48 hours. Record time/date, weather, and site conditions when ponding occurs.

Pollution Prevention: All sites shall implement BMPs to prevent hazardous or solid wastes or excessive oil and sediment from contaminating stormwater. Contact Spill Prevention & Citizen Response at 503-823-7180 for immediate assistance responding to spills. Record the time/date, weather, and site conditions if site activities contaminate stormwater. Record the time/date and description of corrective action taken.

Vectors (Mosquitoes and Rodents): Stormwater facilities shall not harbor mosquito larvae or rats that pose a threat to public health or that undermine the facility structure. Monitor standing water for small wiggling sticks perpendicular to the water's surface. Note holes/burrows in and around facilities. Call Multnomah County Vector Control at 503-988-3464 for immediate assistance to eradicate vectors. Record the time/date, weather, and site conditions when vector activity is observed.



OPERATIONS & MAINTENANCE FORM

PRIVATE STORMWATER MANAGEMENT FACILITIES

☐ This O&M Form supercedes document number _____

(for official county use only)

PROJECT NAME Laurelhurst School Stormwater Project

PERMIT INFORMATION

Permit # _____

Permit Submittal Date _____

SITE INFORMATION (include all parcels)

R# (6 Digits) _____

Site Address 840 NE 41st Avenue

City / State / Zip Portland, Oregon 97232

Preparation Date: _____

OWNER INFORMATION (ALL LEGAL OWNERS)

Name (1) Portland Public Schools District No. 1J, Multnomah County

Name (2) _____

Address (Mailing) 502 N Dixon Street

City / State / Zip Portland, Oregon 97227

O&M PREPARER INFORMATION

Name Environmental Services/City of Portland

Address (Mailing) 1120 SW 5th Avenue, Room 1000

City / State / Zip Portland, Oregon 97225

Phone (area code required) 503-823-7740

Email _____

Site Legal Description:

Responsible Party for Maintenance (check one)

- ☐ Homeowners Association
 ☒ Property Owner
☐ Property Management Company
 ☐ Tenant
☐ Other (describe) _____
 (not Contractor or Consultant)

Contact Information for Responsible Party

Contact Name _____

Contact Organization PPS/Facilities and Asset Management

Phone (area code required) _____

Email: _____

Maintenance Practices and Schedule

These operation and maintenance practices are required in accordance with Portland City Code, Chapter 17.38.

The requirements are based on the current version of the *City of Portland Stormwater Management Manual* on the date of permit submittal.

For the **Simplified Approach**, please attach the current O&M Specifications for each facility type from the *Stormwater Management Manual*, Chapter 3.3.1.

For the **Presumptive and Performance Approaches**, please attach the approved, site specific O&M Plan per the *Stormwater Management Manual*, Chapter 3.3.2.

OPERATIONS & MAINTENANCE FORM

PRIVATE STORMWATER MANAGEMENT FACILITIES

SIGNATURE AND ACKNOWLEDGEMENT

By signing below, the owner accepts and agrees to the terms and conditions contained in this O&M Form and in any document executed by filer and recorded with it. The owner further acknowledges that this documentation has been prepared on their behalf and that they are responsible for the quality and completeness of the O&M Plan. Any failure to comply with the terms of these plans may result in enforcement actions by BES requiring the property owner to restore the stormwater facilities to a functional state as approved under original requirements.

The owner also accepts that the City requires property owners to submit and record, with the County, complete and accurate O&Ms enforceable under City Code 17.38 and that substantial changes to the O&M require City approval prior to County recording. A revised O&M must state that it supersedes a previous O&M (with cited county document number; See Page 1).

THIS PAGE MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Property Owner or Authorized Representative (1) Signature

Property Owner or Authorized Representative (2) Signature

NOTARY SIGNATURE AND STAMP

☐ INDIVIDUAL Acknowledgement

This acknowledgement is intended for property owned by individuals or trusts.

STATE of OREGON county of: _____

This instrument was acknowledged
before me on: (date) _____

By: (owner 1) _____

By: (owner 2) _____

Notary Signature _____

My Commission Expires _____

Notary Seal:

OR ☐ CORPORATE Acknowledgement

This acknowledgement is intended for corporation, government agencies, school districts, or other formal entities

STATE of OREGON county of: _____

This instrument was acknowledged
before me on: (date) _____

By: (representative) _____

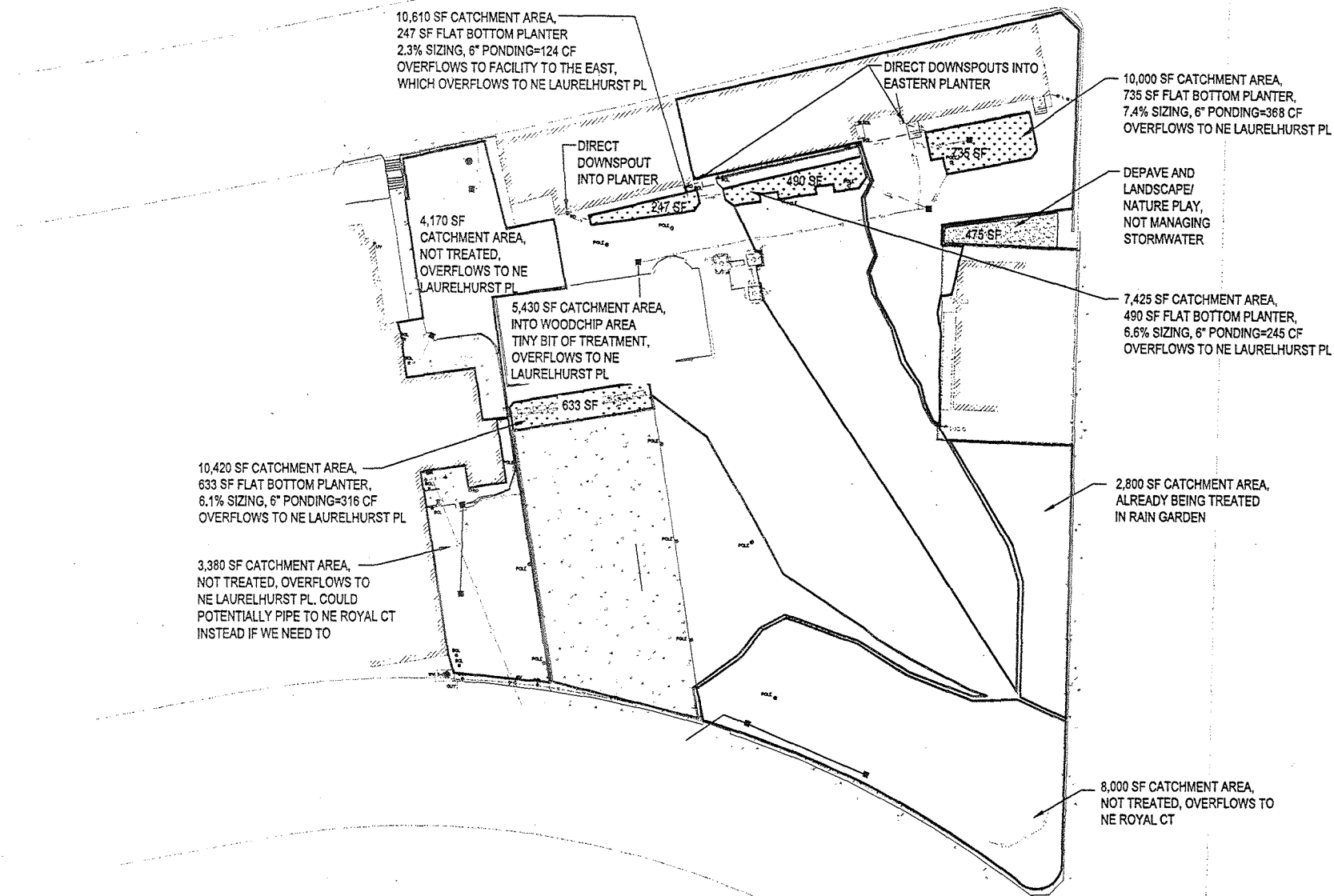
As: (Title) _____

Of: (Corporation) _____

Notary Signature _____

My Commission Expires _____

Notary Seal:



LAURELHURST SCHOOL PLAYGROUND

LINEAR LANDSCAPE

JUNE 2014

186974

186974

EXHIBIT C

Example Facility Site Visit and Inspection Log

EXHIBIT C

Example Facility Site Visit and Inspection Log

BES Agreement No. XXXXXXXX

District Agreement No. YYYYYYYYYYYY

Project Name: Laurelhurst Elementary School Stormwater Project

Site Address: 840 NE 41st Avenue

Both parties will sign off following the completion of each project phase.

Project Phase	District PM Initial	City PM Initial	Date	Notes/
Final Design				
Operations and Maintenance Plan				
Pre-Construction Meeting with Contractor				
Construction rough-in: concrete work, paving, and plumbing				
Soils, plants, and gutter/downspout work				
Final Construction Sign-off				

186974

EXHIBIT D

Agreement for Temporary Site Access

AGREEMENT FOR TEMPORARY SITE ACCESS

THIS AGREEMENT, dated effective as of _____, 20____, is made and entered into by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**, an Oregon school district ("PPS"), and _____, a(n) _____ ("Licensee").

RECITALS:

A. PPS owns the real property located at _____, Portland, Oregon, known as _____ School (the "Property").

B. Licensee desires to enter upon a portion of the Property for the purpose of _____ (hereinafter referred to as the "Permitted Use").

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Temporary Access. PPS grants Licensee a revocable temporary license to enter that portion of the Property shown or described on Exhibit A attached hereto (the "License Area") between _____ a.m. and _____ p.m. during the period _____, 20____, through _____, 20____, for the sole purpose of the Permitted Use. While this Agreement is effective, Licensee shall have the right to use the driveways and parking lots at the Property for ingress and egress to the License Area during such time period and during such hours.

2. Manner of Carrying Out Activities. All activities performed by Licensee shall be conducted in a good and workmanlike manner, so as not to interfere with PPS's operations on the Property and to cause no damage to the Property. Licensee shall not place its materials or vehicles in a location that would preclude or interfere with vehicular access by PPS or its invitees to any portion of the Property.

3. Right to Revoke License. If PPS determines in its sole discretion that Licensee's activities are causing interference with PPS's activities or an actual harm or risk of harm to the Property, students, or other parties, or that the license should be revoked for any other reason, as determined by PPS in its sole discretion, PPS may, by notice to Licensee, revoke this license and order Licensee to immediately cease all activities at the Property and to exit the Property.

4. Compliance with Laws and Rules. Licensee shall comply with all state laws, Oregon Administrative Rules, City ordinances and PPS policies and regulations applicable to the Property and Licensee. PPS may impose additional rules upon Licensee to implement the terms of this License, policies and regulations of PPS, including without limitation rules related to building safety, emergency preparedness training, and fire drills.

5. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance (as defined below) to be spilled, leaked, disposed of, or otherwise released on or under the Property. Licensee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use. Licensee may store such

Hazardous Substances on the Property only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. Upon the expiration or termination of this License, Licensee shall remove all Hazardous Substances from the Property. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

6. No Contact With Students. Licensee shall ensure that Licensee and its directors, shareholders, members, officers, employees, agents, and contractors (collectively referred to as "Licensee's Affiliates"), and the directors, shareholders, members officers, employees, and agents of Licensee's agents and contractors, if any (collectively referred to as "Related Parties"), will have no contact with PPS students while on the Property.

7. Liens. Except with respect to activities for which PPS is responsible, Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens. If Licensee fails to pay any such claims or to discharge any lien, PPS may do so. Any such amount shall bear interest at the rate of 12 percent per annum from the date expended by PPS and shall be payable by Licensee to PPS on demand.

8. Indemnification. Licensee shall indemnify, defend, and hold harmless PPS from any claims, losses, damages, costs, expenses, or liabilities arising out of or related to any activity of Licensee, Licensee's Affiliates, Licensee's Related Parties, or Licensee's invitees or students on the Property or in the common areas of the Building or on the grounds adjacent to the Building. Such claims include, but are not limited to, claims made by Licensee's students or employees or PPS employees and claims made pursuant to ORS Chapter 656. PPS shall have no liability to Licensee for any claims, loss, damages, costs, or expenses arising out of this License.

9. Insurance.

9.1 Liability Insurance. Before entering the Property, Licensee shall procure and thereafter during the term of this License shall continue to carry at Licensee's cost the following insurance issued by a responsible company: commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payments with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the Property whether or not related to an occurrence caused or contributed to by PPS's negligence. Such insurance shall protect Licensee against the claims of PPS on account of the obligations assumed by Licensee under Section 8 and shall name PPS as an additional insured by endorsement. Certificates evidencing such insurance and bearing additional insured endorsements as well as endorsements requiring 10 days' written notice to PPS prior to any change or cancellation shall be furnished to PPS prior to Licensee's occupancy of the Property.

9.2 Workers' Compensation. Prior to entering the Property, Licensee shall procure and thereafter during the term of this License shall continue to carry at Licensee's cost Oregon Workers' Compensation insurance for Licensee's employees. Licensee shall provide proof of such insurance upon request of PPS.

10. Restoring Condition of the Property. On or before the expiration of the term of this license granted in Section 1 above, Licensee shall remove from the Property all personal property placed on the Property by Licensee. Immediately after completion of its activities, Licensee shall restore the Property to the condition it was in prior to the activities authorized by this Agreement. Licensee shall repair any damage to lawns, asphalt, concrete, and structures and bear responsibility for any loss or destruction of or damage to PPS's real and personal property resulting from Licensee's activities under this Agreement. Prior to Licensee leaving the Property, Licensee shall notify PPS that its activities are completed and PPS may inspect the Property. If PPS identifies any damage to the Property or other items that must be addressed to comply with this Agreement, Licensee shall promptly take the requested action.

11. Copies of Data, Results, and Reports. At PPS's request, Licensee shall provide PPS with copies of (a) any analytical data generated from any sampling activities that Licensee conducts pursuant to this Agreement, including the raw data and lab reports; and (b) any reports to be provided by Licensee to any governmental authority that are based on or incorporate such data or reports, prior to sending them to the governmental authority.

12. Miscellaneous.

12.1 Assignment. This License may not be assigned, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of PPS. This provision shall apply to all transfers by operation of law.

12.2 Nonwaiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

12.3 No Offensive Behavior. Licensee shall require that the behavior of Licensee's Affiliates and Licensee's Related Parties meet the standards which would be appropriate for public employees on PPS premises. Kindness and considerate behavior shall be displayed by Licensee's Affiliates and Licensee's Related Parties toward all persons on the Property and all adjoining property owners, regardless of the circumstances. Licensee shall refrain from any use that would be reasonably offensive to other users of the Property, or owners or users of neighboring premises, or that would tend to create a nuisance.

12.4 No Discrimination. In its use of the Property, Licensee shall not discriminate against any person on the basis of race, religion, sex, color, or national origin; however, this shall not preclude an organization founded on religious principles from hiring into work stations requiring religious advocacy persons pledged to the canons of that faith.

12.5 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this License, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

12.6 Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. All amendments to this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PPS:

**SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON**

By: _____
Emily Courtnage, Deputy Clerk

LICENSEE:

By: _____
Title: _____

EXHIBIT A

License Area

[Attach diagram or describe area where access is permitted.]