

GRANT AGREEMENT
Bureau of Environmental Services, City of Portland

Agreement No.: _____

This grant agreement is between the City of Portland ("City"), acting by and through the Bureau of Environmental Services ("BES"), and Columbia Land Trust ("Grantee"). The City's Project Manager is Mary Bushman. This agreement shall become effective upon execution by all parties. This agreement shall expire, unless otherwise terminated or extended, on September 30, 2018.

The Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE. In return, City agrees to provide grants funds up to a total of \$5,250 on a reimbursement basis upon presentation of receipts. Grantee agrees to perform the actions and/or spend grant funds in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

The Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below. In return, City agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by City and Grantee. Grant funds cannot be used for wages, or other activities outside of the Grantee's Project Scope without written approval from the City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of this agreement. The 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.

2. Billing and Payments

- (a) Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request. All invoices must be submitted to City prior to the expiration date of this agreement. City shall not be responsible for payment of invoices received after that date.
- (b) If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then City may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require Grantee to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grantee, require Grantee to fully refund any or all grant funds received, or any combination thereof.
- (c) Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.

3. Termination

- (a) Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
- (b) No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. Grantee shall not perform services or take actions that

would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- (c) Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- (d) Penalty for Termination for Cause. If this Agreement is terminated for cause, City, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to Grantee.
- (e) Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

4. Changes in Anticipated Services

If, for any reason, Grantee's anticipated services or actions are terminated, discontinued or interrupted, City's payment of grant funds may be terminated, suspended or reduced. Grantee shall immediately refund to City any unexpended grant funds received by Grantee.

5. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

6. Independent Contractor Status

Grantee, and its contractors and employees are not employees of City and are not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

7. Work Product and Record

All work Grantee performs under this agreement shall be considered a public record. Grantee shall provide City a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials Grantee produces in connection with this agreement. On completion or termination of the agreement, Grantee shall deliver a copy of these materials to the City Project Manager.

8. Indemnity

- (a) Claims for Other than Professional Liability. Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.
- (b) Claims for Professional Liability. Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the

professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

9. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

10. Insurance

During the term of this contract, Grantee shall maintain in force at its own expense, each insurance noted below. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City.

- (a) Workers' Compensation insurance. Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.
- (b) General Liability insurance Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, and shall provide that coverage applies to claims between insureds on the policy. Grantee shall have all participants sign the Liability Waiver provided by City.

Required: or Waived by City: _____

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required: or Waived by City: _____

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Certificates of insurance. As evidence of the insurance coverages required by this agreement, Grantee shall furnish acceptable insurance certificates to the City at the time Grantee returns the signed agreement. The certificate will specify all of the parties who are Additional Insured, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City, and shall provide that coverage applies to claims between insureds on the policy.

PROJECT SCOPE

A. Project Representatives

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

CITY

GRANTEE

Name: Mary Bushman
 Agency: City of Portland, BES
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: 503-823-2073
 Email: Mary.Bushman@portlandoregon.gov

Name: Jennifer Zarnoch
 Agency: Columbia Land Trust
 Address: 850 Officers Row
 Vancouver, WA 98661
 Phone: 360-567-1572
 Email: Jzarnoch@columbialandtrust.org

B. Project Description

Columbia Land Trust (CLT) currently owns and manages the 40-acres Keller Woodlands Property, situated in a matrix of publicly and privately held conservation lands in SW Portland. There is a long history of weed control and restoration efforts in the Keller Woods focal area. Through this grant and in conjunction with the West Willamette Restoration Partnership sponsored "Connecting Portland's Urban Forest" Project, CLT will implement a new phase of work at Keller. The work will focus on reducing remaining infestations of ground ivy, scattered tree ivy, and weedy trees, much of which is on steep slopes less suitable for volunteer work. In addition to significant restoration and habitat enhancement outcomes, CLT will support project work that will increase awareness about the importance of natural areas and connecting urban habitat while providing opportunities for hands-on stewardship and learning. CLT will also work to involve volunteers, crews, and mentored youth. CLT has committed a \$15,997 in-kind match to the project as well.

Under this Agreement, Columbia Land Trust will be compensated for staff time and reimbursed for mileage costs related to the following project activities:

Phase & Activity: Implementation

Schedule & Timeline: 2015-2018

Responsible Partners: BES, CLT, and PP&R will work collaboratively

Site Prep: 2015/16/17

Planting: Winter 2017- Spring 2018:

Best Practices: Staff, volunteers, and contractors will use best practices to minimize spread of invasive weeds within and off-site, including containing infestations, piling or bagging weeds, and using boot brushes at entry/exit to prevent weed seed transport. Areas with exposed soil will be planted.

Phase & Activity: Maintenance

Schedule & Timeline: Summer 2017 - Spring 2019

Responsible Partner: BES, CLT, and PP&R will work collaboratively

Contract crews led by BES, PP&R, or CLT staff will conduct 2 years of maintenance in large treatment areas post project. Community groups and Columbia Land Trust will continue to maintain stewardship projects in the focal areas through hand pulling and supplemental planting with support from WWRP as needed.

Activity: Reporting

CLT will report progress, outcomes, and issues to the WWRP Coordinator through established reporting procedures that will include expenditures and documentation of in-kind and cash match investments. Project success will be based on the increase of native plant cover, reduction of invasive plant cover, number and diversity of volunteers engaged, meeting in-kind and cash match goals, and reporting on lessons learned. CLT will report out progress based on the following goals:

1. Increase awareness of and engagement in active restoration of habitat in the Westside Wildlife Corridor and involvement of the public in hands-on restoration projects and education opportunities.
2. Preserve and restore wildlife habitat in an essential part of the Westside Wildlife Corridor in support of larger conservation initiatives through landscape-scale invasive species control and focused restoration activities.

C. Timeline

September 30, 2015 –September 30, 2018

D. Budget

1. Increase awareness of and engagement in active restoration of habitat in the Westside Wildlife Corridor and involvement of the public in hands-on restoration projects and education opportunities.
2. Preserve and restore wildlife habitat in an essential part of the Westside Wildlife Corridor in support of larger conservation initiatives through landscape-scale invasive species control and focused restoration activities.

C. Timeline

September 30, 2015 –September 30, 2018

D. Budget

Average staff time for CLT Natural Areas Manager, Land Steward, Stewardship Assistant and Volunteer Coordinator to provide site-level project management (\$40/hr * 100 hrs) up to \$ 5,000.

Reimbursement of mileage costs for travel for CLT staff up to \$250.

Total payments shall not exceed \$5,250.

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.

CITY OF PORTLAND

COLUMBIA LAND TRUST

By: _____
Michael Jordan, Director *AW BT KL*

By: _____
[Signature]

Date: _____

Name: Ian A. Sinks

Title: Stewardship Director

Date: 9/20/16

Approved as to form:

City Attorney