

ENHANCEMENT FUND GRANT CONTRACT
NORTH PORTLAND ENHANCEMENT FUND

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and FRIENDS OF SMITH & BYBEE LAKES, whose address is 2821 NE Klickitat, Portland, Oregon 97217, hereinafter referred to as the "Contractor."

Metro has established this enhancement grant with the sole purpose of funding the proposed community projects or activities. Notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any direct involvement in these projects; any sponsorship benefits or supervisory responsibilities with respect to the events or services funded; or any ownership or responsibilities for care and custody of the tangible products which result.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

Contractor shall undertake the program and perform all activities described in the Scope of Work attached hereto as Attachment "A."

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be from the date of contract execution through and including June 30, 2004.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for performance as described in Attachment "A." Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment "A."

ARTICLE IV
LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the performance of the program and the content of its work and performance of Contractor's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and

shall indemnify and hold harmless Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

ARTICLE V TERMINATION

Metro may terminate this Contract upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against the Contractor.

ARTICLE VI INSURANCE

If Contractor is a unit of federal, state or local government, or if such a government unit will be providing insurance coverage to Contractor, then Contractor shall comply with the provisions of section VI.A. In all other cases Contractor shall comply with the provisions of section VI.B.

A. Contractor shall maintain such insurance as will protect Contractor from claims under Workers' Compensation Acts and other employee benefits acts covering all of Contractor's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to Metro. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover Contractor's operations under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work Attached hereto, Contractor shall provide Metro with a certificate of insurance complying with this section and naming Metro as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

Contractor shall not be required to provide the liability insurance described in this section if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

B. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$1,000,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

ARTICLE VII PUBLIC CONTRACTS

Contractor shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of ORS 187.010-.020 and 279.31-.430.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX SUBCONTRACTORS

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for

the performance of any of the services and/or supply of any of the goods covered by this Contract. Metro reserves the right to reasonably reject any subcontractor or supplier and to no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE X RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XI SAFETY

If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provision of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XII INTEGRATION OF CONTRACT DOCUMENTS

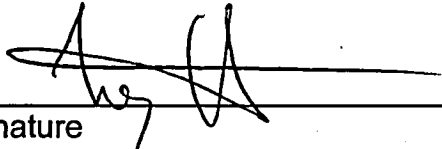
All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and superseded all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII
ASSIGNMENT


Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

FRIENDS OF SMITH & BYBEE LAKES

METRO



Signature



Signature

TROY CLARK, PRES. FOFS/B

Print Name and Title

JAN O'DELL
Community Relations Supervisor

Print Name and Title

11-20-2003

Date

1/23/04

Date

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"ATTACHMENT A"

METRO NORTH PORTLAND ENHANCEMENT GRANT

PROJECT TITLE: Universally-accessible portable toilet
At Smith & Bybee Lakes

CONTRACTOR: Friends of Smith & Bybee Lakes
2821 NE Kilckitat
Portland, OR 97217

PROJECT COORDINATOR: Marv Welt

CONTRACT TERM: Date of contract execution through June 30, 2004

AMOUNT: \$ 750

SCOPE OF WORK

Friends of Smith & Bybee Lakes will use grant funds to help cover the cost of a universally-accessible portable toilet at Smith & Bybee Lakes wildlife area in North Portland. The monthly equipment fee is \$100; Metro, the agency that manages the wildlife area, will supplement the Friends' contribution. The new restroom equipment will enhance access to the area for people of all ages, statures and physical capabilities who visit the wildlife area.

Smith & Bybee Lakes Wildlife Area, comprising almost 2,000 acres, makes up one of the nation's largest urban freshwater wetlands. Located in North Portland near the confluence of the Columbia and Willamette Rivers, the wetlands provide for diverse communities of plant and animal life. Numerous local school and other groups visit the wildlife area for outdoor education programs. The wildlife area is free and open to the public every day from sunrise to sunset.

The Friends of Smith & Bybee Lakes is a community-based group that advocates for the conservation, restoration and enhancement of the Smith & Bybee Lakes Wildlife Area as an historical remnant of the Columbia River estuary system. The Friends support the permanent protection of the Lakes in recognition that natural areas are a valuable resource in an urban environment.

APPROVED COSTS

Approved costs may be incurred for the following expenses:

1. ADA-accessible portable toilet rental
2. Associated restroom maintenance fees

PAYMENT

Metro will pay Contractor within 15 days of receipt of an approved statement. Payment shall be made on an as-billed basis for a total not to exceed SEVEN HUNDRED AND FIFTY DOLLARS AND NO/100 DOLLARS (\$ 750). Appropriate documentation such as invoices and/or receipts shall be submitted to Metro by Contractor prior to payment.

PROGRAM EVALUATION

The Contractor's project coordinator will submit a project evaluation report to Metro on or before June 30, 2004, which will include the following:

1. Write and distribute a news release announcing availability of the universally-accessible restroom made possible through Metro's North Portland Enhancement Grant. Complete this task within one month from execution of contract.
2. Distribute the news release to list serves for disabled travelers and outdoor adventurers, Friends of Smith & Bybee Lakes newsletter, offices of North Portland Neighborhood Services, St. Johns Review, In & About St. Johns, The Oregonian, University of Portland's newspaper, area senior centers (e.g., Peninsula Senior Center), Metro GreenScene and other media outlets. Complete this task within one month from execution of contract.
3. Web site update for Friends' web, Metro web site and others. Complete this task within one month from execution of contract.
4. Report on results of news release distribution and web site updates (include copy of any articles generated and revised web pages).
5. Photograph of new restroom.

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