

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SALEM AND
WILLAMETTE RIVERKEEPER REGARDING THE
MINTO-BROWN ISLAND PARK ANCHOR HABITAT
AQUATIC AND RIPARIAN ENHANCEMENT PROJECT**

WHEREAS, the City of Salem (CITY) owns and manages Minto-Brown Island Park (Park), located in the CITY Limits, on the Willamette River in Marion County; and

WHEREAS, the Park is a natural area intended to protect and preserve habitat and to support passive recreation uses; and

WHEREAS, Willamette River Keeper (WRK) has secured \$229,334 in grant funding for restoration work in the Willamette Slough and wishes to work as a partner with the CITY to improve Minto-Brown Island Park in accordance with WRK's mission to "protect and restore the Willamette River" and "enable the Willamette River Watershed to function more naturally with cold, pure water, meandering backchannels, and dynamic habitat for fish and wildlife;" and

WHEREAS, the CITY and WRK (Parties) intend to work in collaboration, as property owner and partner, respectively, to achieve the goals of the Minto-Brown Island Slough Enhancement Project (Project)(Exhibit A) stated herein; and

WHEREAS, the consideration for this agreement is successful project completion that advances the parties' missions and intentions;

NOW, THEREFORE, WRK and the CITY agree as follows:

1. Purpose and Goals

The purpose of the Project is to improve property conditions, aquatic and riparian habitat function, and public enjoyment of the Park and adjoining waters.

The Project's goals are to:

- Reduce invasive aquatic and riparian vegetation within and adjacent to Willamette Slough in vicinity of Minto Brown Island Park;
- Establish native riparian and wetland vegetation in appropriate areas adjacent to and within the slough;
- Educate the public about impacts of invasive plants;
- Communicate to the public the Project's goals, actions, and timelines;
- Maintain positive community support for the Project; and
- Engage volunteers in long term monitoring and management of invasive plants.

2. Willamette Riverkeeper Roles and Responsibilities

Willamette Riverkeeper shall:

- A. Provide Project management and administration services, including:
 - 1) Management of all grant funds, including payment of the Project contractors and

reimbursement of the CITY for agreed-upon contracted services with Integrated Resource Management up to \$123,850;

- 2) Ensuring all reporting requirements are met that are in WRK's name;
 - 3) Accounting for all Project expenditures, and audit information as requested;
 - 4) Documentation of all in-kind hours provided by the CITY and volunteers related to the Project for grant and agency reporting requirements;
 - 5) Provide technical designs, including planting plans, to the CITY for review and approval;
 - 6) Assist the CITY in preparation of stakeholder and outreach materials for public use;
 - 7) Provide regular Project updates to the CITY and attend Project team meetings;
 - 8) Provide copies to the CITY of any federal permits and Biological Opinions issued for this project by the grant agencies;
 - 9) Attend stakeholder meetings as requested by the CITY;
 - 10) Coordinate with CITY at termination of project to ensure Project is stabilized, secure and safe for public access.
 - 11) Submit any Project amendments to the CITY for approval prior to finalization, publication, or distribution outside the Parties
 - 12) Obtain approval from the CITY before issuing any public statements or comments relevant to the Project, and for any stakeholder and outreach materials;
 - 13) Provide training for volunteers for long term aquatic weed removal;
 - 14) Grant writing for Project implementation and long-term maintenance funds.
- B. Should there be a conflict regarding implementation of the Project, WRK shall defer to the CITY as property owner.
- C. Subject to the limitations and conditions set forth in the Oregon Constitution and the Oregon Tort Claims Act WRK shall indemnify, defend, save and hold harmless the CITY, its officers, agents, and employees from and against any and all liability, claims, damages, losses, demands, expenses, and costs of any kind or nature whatsoever, including appeals and attorney's fees, sustained or incurred as a result of any act or omission arising out of, relating to or connected with the performance of this AGREEMENT by WRK, its officers, employees, contractors or agents or the activities of any person for whose actions WRK is legally responsible.
- D. Shall obtain and maintain in full force and effect during the term of this AGREEMENT a policy or policies of commercial general or comprehensive general liability insurance including personal injury, products/completed operations, and contractual liability coverage. Such policy or policies shall provide first dollar coverage to combined single limits of not less than \$2,000,000 (two million dollars). Each policy of such insurance shall be "per occurrence" and not on a "claims made" form. WRK shall provide continuing proof of such insurance in the form of a certificate of insurance acceptable to the City's Risk Manager.

3. City of Salem Roles and Responsibilities

A. The CITY shall:

- 1) Obtain any necessary state or local permits and be responsible for communications with these permitting agencies;
- 2) Contract with, manage, and provide on-site coordination and oversight with service providers, specifically Integrated Resource Management, and restoration service providers;

- 3) Submit all bills from Integrated Resource Management paid by CITY to WRK for reimbursement to CITY;
- 4) Provide in-kind labor and materials as described in grant application, including CITY staff time for project coordination, outreach, and water quality monitoring;
- 5) Consult with WRK on technical assistance, stakeholder communications, and outreach materials;
- 6) Review and approve any WRK technical designs, including planting plans;
- 7) Conduct external communications, including neighbor outreach and stakeholder meetings, in consultation with WRK;
- 8) Post all signage for trail or area closures related to the Project;
- 9) Invite WRK staff to all stakeholder meetings related to the Project;
- 10) Ensure CITY staff review project deliverables, including reports to granting agencies and public outreach materials, and provide WRK with approval, changes, or denial;
- 11) Confer with WRK before issuing any public statements or comments relevant to the Project; and
- 12) Ensure at completion of project that Project area is stabilized, secure, and safe for public access.

4. Process

The Parties shall:

- Establish a Project team of key WRK and CITY staff;
- Identify and address stakeholder interests in execution of the Project;
- Develop and maintain an outreach plan aimed at stakeholders, neighbors and the community;
- Represent each other and the Project honestly to other parties, stakeholders, and the media; and
- Maintain a constructive and collaborative Project process and relationship.

5. Notice

Whenever notice is required or permitted to be given under this AGREEMENT, such notice shall be given in writing to the other party by: personal delivery; by sending via a reputable commercial overnight courier; or by mailing using registered or certified United States mail, return receipt requested, postage prepaid to the address set forth below:

If to CITY: Peter Fernandez, Director, Department of Public Works (503-588-6261), 555 Liberty Street SE, Room #325, Salem, OR 97301.

If to WRK: Travis Williams, Executive Director, WRK 503-223-6418, 1515 SE Water Ave. #102, Portland, OR 97214

6. Term

This agreement will take effect on the last day it has been signed by both Parties. It shall remain in force until the Project is deemed complete by both Parties in writing or on December 31, 2022, whichever comes first.

7. Review

The agreement shall be reviewed at least annually by the Parties. It may be revised at any time by mutual agreement of the Parties.

8. Termination

Either party may terminate this agreement at any time upon 30 days prior notice to the other Party. The Project areas must be stabilized, secure, and safe for public access before termination.

9. Signatures

The Parties have reviewed the terms, and agree with and shall fulfill its provisions.

Willamette Riverkeeper

By: _____ Date: _____

Printed Name: _____

Title: _____

City of Salem

By: _____ Date: _____

Printed Name: _____

Title: _____