



Stream Care Cooperative Agreement

Cooperator Name:

Project #:

PURPOSE.

The purpose of this Cooperative Agreement (“Agreement”) is to clarify the respective responsibilities of East Multnomah Soil and Water Conservation District (“EMSWCD”) and _____ (“Cooperator”) in carrying out a project (“Project”) funded by the EMSWCD’s StreamCare program. The goal of all StreamCare projects is to improve water quality by planting trees and restoring native vegetation along rivers, creeks, and streams.

This contract shall terminate on December 31, 20xx, unless extended by mutual written consent.

PROJECT.

The Project involves the following treatments at or in the Project Area described below: Weed control, site preparation, planting, seeding, erosion control, maintenance, and monitoring.

PROJECT AREA.

The Project Area is located in the _____ watershed, at the following location:

Project Address: XXXXXXXX
Owner Address: XXXXXXXX
Tax Lot(s): XXXXXXXX
Area : enter length x enter width feet

The Project Area is further defined on the attached map.

PROJECT SCHEDULE.

Work on the Project will begin on _____ and conclude no later than _____.

COSTS.

The estimated cost for the Project is \$_____. EMSWCD shall be responsible for all Project costs, provided adequate funding is available. If funds become unavailable for any reason, EMSWCD may modify the work schedule or cancel the Project without further obligation to the Cooperator. The Cooperator is not responsible for financing or completing the Project if EMSWCD can no longer fund the Project.

DUTIES AND OBLIGATIONS.

EMSWCD will be responsible for managing the vegetation in the Project Area for the duration of the Agreement. Decisions related to the ownership and management of the property are the responsibility of the Cooperator.

A. EMSWCD shall:

1. Install, maintain, and monitor the Project as listed in the table below:

Schedule	Task	Details
Fall 200x- Winter 200x	Site Preparation	<ul style="list-style-type: none"> • May include cutting, clearing, and/or spraying.
Spring 200x	Planting	<ul style="list-style-type: none"> • Includes all labor and materials for the initial plantings. To be completed by April 30, 200x. • Includes installation of wildlife damage control prevention materials.
Spring or Fall 200x	Seeding	<ul style="list-style-type: none"> • Typically takes place in the fall.
Fall 200x through December 20xx	Maintenance & Monitoring	<ul style="list-style-type: none"> • Occurs on a quarterly basis. • Plant watering on an as-needed basis. • Plant replacement. For all plants installed by EMSWCD a minimum survival rate of 50% for trees, 40% for shrubs by December 31, 20xx is considered a successful restoration of the area. EMSWCD shall replant the area as necessary due to plant mortality, except for plant mortality caused by catastrophic loss as described in the Section “Disclaimer” through December 31, 20xx. • Manage vegetation by cutting, mowing, and spraying non-native vegetation until planted trees and shrubs are established. • Provide monitoring results to the Cooperator upon request.

EMSWCD reserves the right to adjust the type and timing of treatments within the Project budget to optimize Project success.

2. Provide all necessary labor, planting, seeding, and erosion control materials, and other miscellaneous work incidental to completion of the Project, unless otherwise specified in this Agreement.
3. Apply for and obtain all required permits for the Project site(s).
4. Coordinate and supervise all activities of contracted work crews on the site. EMSWCD shall not hold the Cooperator liable for accidents to or by the contracted work crew or EMSWCD staff.

5. Designate a Stream Care Project Lead. The Project Lead on this Project is XXXX, 503-935-XXXX. EMSWCD will notify the Cooperator if the Project Lead changes.

B. Cooperator shall:

1. Within the times specified in this Agreement, allow, and provide access for, EMSWCD representatives to enter the Project site(s) for the purposes of installing, maintaining, and monitoring the Project. EMSWCD workers or agents shall carry credentials identifying them as EMSWCD workers or agents when they are present at the Project site(s). EMSWCD activities at the site will be limited to 7 a.m. to 5:30 p.m., Monday through Friday, unless otherwise agreed between the Stream Care Project Lead and the Cooperator.
2. Acknowledge that this Project is funded with public funds and so may not be altered or removed. If the Project is removed or modified during its minimum effective life of _____ years without consent of EMSWCD, the Cooperator may be required to refund to EMSWCD some or all of the Project costs. The placement or building of structures in the Project Area is considered a modification.
3. Acknowledge that the Project Schedule described above is contingent upon the Cooperator signing and returning this agreement to the EMSWCD by April 1, 200x. Agreements received on or after April 1, 200x may result in delaying installation of plants and other tasks until winter 200x to allow additional time for adequate site preparation.
4. Prevent livestock from entering the Project Area. The Cooperator is eligible for financial assistance from the EMSWCD if fencing is needed. Existing manure piles must be moved out of the Project Area. Manure cannot be stored or dumped in the Project Area.
5. Acknowledge that EMSWCD restoration projects are maintained for plant survival, not aesthetics, and that the Project site may appear “natural and weedy.” EMSWCD will not respond to requests for weeding, mulching, mowing, etc. unless plants are at risk.
6. Allow a sign to be placed in or near the Project Area to identify the project as part of Stream Care.
7. Promptly notify EMSWCD upon sale of the Project property.

DISCLAIMER.

1. EMSWCD shall not be responsible for costs associated with replacing native planting projects:
 - Beyond the five-year Project Schedule;
 - In the event of natural catastrophes, including but not limited to severe flooding, fire, drought, and earthquake;
 - Following repeated vandalism.
2. EMSWCD will attempt to protect the Project from wildlife damage.

3. EMSWCD may modify the work schedule or cancel the Project in the event that funds become unavailable for any reason.
4. EMSWCD may modify the work schedule in order to establish reaches or larger ecological units to be treated simultaneously.

INDEMNIFICATION.

Cooperator and EMSWCD are each responsible for any damage or any third-party liability which may arise from their own acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.

In carrying out its duties and obligations under this Agreement, Cooperator shall indemnify and hold harmless EMSWCD, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Cooperator, its officers, directors, agents and employees. The Cooperator is not obligated to indemnify EMSWCD should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of EMSWCD, its affiliates, officers, directors, agents and employees.

NONDISCRIMINATION.

EMSWCD prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program. EMSWCD is an equal opportunity provider and employer.

MODIFICATION.

The terms of this Agreement may be modified by the mutual written consent of both parties.

TERMINATION.

EMSWCD may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to the Cooperator.

Cooperator

Date

East Multnomah Soil & Water Conservation District

Date

Attachments:

Project Map