

Neighborhood Greening Grant(s) – Approved!

Thank you for your application(s) to the Neighborhood Greening Grant program. Your grant(s) have been approved!

Here are the next steps in the Greening Grant timeline:

September 1st - 15th

1. Neighborhood Council to sign Grant and Maintenance Agreement
2. Participating Residents sign Waiver and Release of Liability
 - a. This form is a waiver for those that are participating in the neighborhood volunteer planting day and for those participants who have agreed to maintain the trees/vegetation to be planted.
3. Set the date for your event
 - a. Order necessary perennial plants that were included within your application.
 - b. Work with the Project Coordinator to select/finalize any tree species and quantities.
 - c. Recruit volunteers for your event.

September 15th, 2014 – May 1st, 2015

1. Implement your volunteer planting day.
 - a. Neighborhoods Responsibilities:
 - i. Set your event date and timeframe
 - ii. Coordinate the participation of all volunteers and/or volunteer groups
 - iii. If your grant included vegetation coordinate the delivery of the plants on the event day
 - iv. Coordinate any necessary tools needed for planting day with volunteers and/or other organizations/donations.
 - b. Cities Responsibilities:
 - i. Order and deliver trees on event day.
 - ii. Schedule Arborist to be onsite.

Your events may start as early as September 15th. It would be great to see these projects in the ground this year. If you have other special requests for the planting day please contact Alicia Powell by phone 625-6780 or email at Apowell@spokanecity.org

**GRANT AND MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF SPOKANE AND
THE _____ NEIGHBORHOOD COUNCIL**

This Grant and Maintenance Agreement (“Agreement”) is made and effective on _____, 2014, by and between the City of Spokane, a municipal corporation located in the state of Washington (“City”), and the _____ Neighborhood Council (“Neighborhood Council”), jointly referred to hereafter as the “Parties.”

1. **Greening Neighborhoods – Grant Program and Guidelines.** The City has developed the Greening Neighborhoods – Grant Program (“Grant”) and Guidelines to enable neighborhood councils to apply for grants for the planting of trees and other native vegetation within public or private common areas exposed to the community population. The City awards a Grant to the _____ Neighborhood Council and desires that the Neighborhood Council, along with participating residents and businesses in the _____ Neighborhood Council boundary, plant and maintain the trees and vegetation described in the Neighborhood Council’s Grant application.
2. **Purpose.** This Agreement is entered into between the Parties for the purpose of awarding a Grant to the Neighborhood Council through the City’s Greening Neighborhoods – Grant Program, for which the Neighborhood Council has applied. The Neighborhood Council understands that the award and receipt of the Grant subjects the Neighborhood Council to the terms and conditions set forth in this Agreement as well as the Grant Program and Guidelines attached hereto, which are included as part of the obligations involved in this Agreement.
3. **The Parties’ Obligation.** The Parties shall perform the obligations set forth in the Greening Neighborhoods – Grant Program and Guidelines, as well as other obligations specifically set forth in this Agreement and the Neighborhood Council’s Grant application. The planting and maintenance of all trees and vegetation shall comply with all City standards and specifications and arboricultural best management practices. The City reserves the right to require any sight-obscuring vegetation be altered or removed, so as to adequately provide appropriate pedestrian or vehicular line of sight.
4. **The Neighborhood Council Obligation.** The Neighborhood Council shall perform the following specific tasks:
 - (a) maintain the trees in reasonable condition by watering them and
 - (b) maintaining the area around the trees in reasonable condition by weeding them.
5. **The City’s Obligations.** The City shall perform the following specific tasks:
 - (a) prep the site;
 - (b) verify that appropriate species and planting locations are selected according to Spokane Municipal Code, City standards and specifications, and arboricultural best management practices;



- (c) deliver the street trees to the traffic island; and
 - (d) verify that the street trees are installed per the City Tree Planting Detail.
6. **Safety.** The Neighborhood Council and all participating residents shall take all necessary precautions while working in and around the public right-of-way. The City does not assume any liability or responsibility for the safety of those volunteers working in and around the public right-of-way.
7. **Control of Right-of-Way.** Trees and vegetation may be planted in the right-of-way under the control of the City pursuant to this Agreement and with the approval of the City. The City retains ownership of all trees and vegetation planted in the right-of-way and maintains control of the right-of-way. The City may alter the trees or vegetation for purposes of public safety.
8. **Waiver and Release of Liability.** Each person participating in this Agreement and related project shall sign a Waiver and Release of Liability provided by the City prior to participating in this project.
9. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement, without the other party's prior written consent, which the other parties shall not unreasonably withhold.
10. **Modification.** This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.
11. **Term.** The term of this Agreement shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this Agreement immediately, at its discretion, based upon any public health, safety, or welfare concerns.
12. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.
13. **Independent Contractor.** The Parties intend that no employment relationship shall be created by this Agreement, the Neighborhood Council, its employees and agents are operating entirely as independent contractors, without the supervision, direction or control of the City.
14. **Agreement Documents.** This Agreement, as well as the Grant Program and Guidelines, and the Neighborhood Council's Grant application constitute the Agreement documents and are complementary. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These Agreement documents are on file with the Office of Neighborhood Services and Code Enforcement located on the 6th Floor of City Hall at W. 808 Spokane Falls Blvd., Spokane, Washington, and are incorporated into this Agreement by reference as if they were set forth at length.
15. **Indemnification.** The Neighborhood Council agrees to defend, indemnify and hold



CITY OF SPOKANE
WAIVER AND RELEASE OF LIABILITY

I, _____, have requested that I be allowed to participate as a volunteer with the City of Spokane's **(IDENTIFY WHICH CITY DEPARTMENT SUCH AS CODE ENFORCEMENT, NEIGHBORHOOD SERVICES, ETC.).** My volunteer activity relates to **(IDENTIFY THE ACTIVITY SUCH AS "Traffic Circle Vegetation Maintenance," "Tree Planting," or "Nettleton Triangle Vegetation Maintenance." (We could also add in reference to the applicable MOU.)** In consideration of the experience and benefits I will gain from this experience, I, for myself, my child(ren), my successor, martial community, heirs, assigns, executors and administrators:

ACKNOWLEDGE that I agree to take part of, and/or participating in this volunteer activity, which shall require me to:

- (a) maintain the trees in reasonable condition by watering them and
- (b) maintain the area around the trees in reasonable condition by weeding them as set forth in the Grant and Maintenance Agreement.

I understand that such activity is inherently dangerous, and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, road conditions, facilities, temperature, weather, vehicular traffic, and the actions or inaction of the City of Spokane, its agents, officers, employees and others;

ASSUME any and all risks of personal injuries to me including medical bills, permanent or partial disability, death and damage to my property arising from my participation in this activity.

PROMISE not to sue or present a claim for personal injury, property damage or wrongful death against the City of Spokane, its officers, employees and agents attributable to my participation in this activity.

RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND RELINQUISH the City of Spokane, its officers, employees and agents from any liability, loss, damage, claim, demand or cause of action against them arising from my attendance and/or participation in this activity.

THIS DOCUMENT RELIEVES THE CITY OF SPOKANE FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Name: _____ Date: _____
(Print)

Signature: _____

Parent or Guardian Name (If Participant under eighteen (18) years of age):

_____ Date: _____
(Print)

Signature: _____