

GRANT AGREEMENT

Bureau of Environmental Services, City of Portland

Project Title: Team-up for Watershed Health Program

Agreement No.: _____

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and SOLV, hereafter called "Grantee" or "SOLV". The City's Project Manager is Jennifer Devlin. This agreement shall become effective when the agreement has been executed by all parties. This agreement shall expire, unless otherwise terminated or extended, on June 30, 2015.

The Grantee agrees to perform the actions and/or spend grant funds as described in PROJECT SCOPE AND BUDGET. In return, BES agrees to provide grant funds up to \$20,000 per year for three years, not to exceed a total of \$60,000 for the three-year period, as set forth in the PROJECT SCOPE AND BUDGET. 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 the actions and/or spend grant funds as described in the PROJECT SCOPE AND BUDGET below. In return, BES agrees to provide grant funds up to the total amount identified in this agreement. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by BES and Grantee. Grant funds cannot be used for 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 BES prior to the expiration date of this agreement. BES 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 the Grantee performs under this agreement shall be considered a public record. BES shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of these materials to the City Project Manager, with final report.

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 BES.

Required X or Waived by BES: _____

- (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 X or Waived by BES: _____

- (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 AND BUDGET

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.

BES

Name: Jennifer Devlin
Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204
Phone: 503-823-6182
Email: jennifer.devlin@portlandoregon.gov

GRANTEE

Name: Deb Merchant
Address: 2000 SW 1st Ave Suite 400
Portland, OR 97201
Phone: 503-844-9571 x 302
Email: deb@solv.org

B. Scope of Work and Schedule

BES and SOLV representatives will revisit this scope of work annually at the beginning of each fiscal year (July thru June) included in this agreement.

For fiscal year 2012-13, SOLV will engage citizens, scouts, school groups and work crews in on-the-ground streamside restoration, maintenance and monitoring at five active sites and eleven completed sites:

Johnson Creek

Active restoration

Johnson Creek Stonebridge Apartments -1.5 acres (Started 2012, to complete 2017)

Site preparation activities began on May 8, 2012. Planting will begin in the fall of 2012. Upon graduation of Stonebridge, SOLV will work with the Johnson Creek Watershed Council to continue the maintenance of the site by supporting them to participate in SOLV-IT (Earth Day) and at least one Beach and Riverside Clean-up event.

Monitoring

Crystal Springs SE Miller Street Apartments - .75 acres (Started 2009, to complete 2012). Planting at Crystal Springs is complete and SOLV will work during the summer and fall months (2012) on maintenance and watering activities. The site receives ongoing restoration and maintenance from a homeless man in coordination with SOLV staff.

Willamette

Active restoration

Baltimore Woods – McDonald/Eads property - 1.0 acre (Started 2009, to complete 2014)

SOLV will continue working closely with the Friends of Baltimore Woods by reaching out to the neighborhood and increasing the numbers of dedicated volunteers. SOLV will work to secure additional funding, to expand outreach to involve area schools including Roosevelt High School and De La Salle High School through the Green Team program. Outreach includes mailings, door-to door conversations and neighborhood meetings.

Monitoring and additional project

OMSI 1.0 acres (2007 - 2011)

Though complete, this project area has become a special project of the Portland Chapter of the Association of Landscape Architects in partnership with OMSI.

Columbia Slough*Active restoration*

New Site - SOLV will work with project partners including the Columbia Slough Watershed Council and BES to identify a new Columbia Slough site for 2012-13, and possibly – with adequate funding - involve a local school (to be determined) through the SOLV Green Team program. If a site is selected in the fall of 2012, preparation would begin in early 2013 and one community tree planting could occur in the spring of 2013.

Monitoring

Wilkes Creek - 2 acres (Started 2002 - complete 2009)

The Columbia Slough Watershed Council/ Riverview HOA partnership, developed with the support of SOLV last year, will ensure ongoing maintenance of the site. The CSWC continues to lead the effort going forward. SOLV's programs support the effort through SOLV-IT (Earth Day); the annual statewide Beach and Riverside Programs and Project Oregon (year-round). Through these programs SOLV helps recruit volunteers and offers small grants to local grassroots leaders.

Tryon Creek*Active Restoration*

Lewis and Clark Law School - 7 acres (started 2007 – to complete 2014)

A portion of the restoration for this site was funded by the West Multnomah Soil and Water Conservation District. SOLV began working at Tryon Creek's Lewis & Clark Law School site in 2007. SOLV has been successful enhancing approximately 2.5 acres of the 7 acres. Much of the remaining area of the site is inundated with English ivy on steep slopes and is not appropriate for volunteers. SOLV will work with volunteers on 1.5 acres of modestly sloped area and work with BES and West Multnomah SWCD on addressing the area with steep slopes.

SW Spring Garden & 30th - 1 acre (New 2012 – to complete 2015)

The Tryon Creek Watershed Council has a pending application into the Oregon Watershed Enhancement board that, if awarded, will help with additional funds to take on the active restoration activities that can begin in September 2012. We will engage Wilson High School students (25), through SOLV's Green Team program and remove invasive vegetation and plant 700 native plants by April of 2013.

Monitoring

Markham Rain Garden - .3 acres – 2008 - 2011

Goff site - 1.5 acres – 2008 - 2011

Rizwan Mosque - 1 acre – 2008 - 2011

St. Nicholas Orthodox Church - 1.5 acres – 2008 - 2011

SW Spring Garden Extension - .5 acres – 2008 - 2011

Quail Creek - 3 acres – Graduate 2004 - 2011

SW Primrose - .6 acres; added .25 with adjacent property owner in 2009 – 2002 - 2011

Fanno Creek*Monitoring*

Trillium Neighborhood and congregations 1.5 acres (2006 - 2011)

Leveraged Projects

Vermont Creek – Corrado Easement 2.7 acres (2011) funded by WMSWCD

Cedar Mill Creek – Forest Heights Homeowners Association 1.5 acres (2011) funded by WMSWCD

Baltimore Woods – 6710 N. Catlin – 1.5 acres (Started 2011, to complete 2016) Nearby Catlin site has funding from East Multnomah SWCD.

C. Budget

Budget for FY 2012/13

	Rate	Qty	Eads, MacDo nald	Qty	Stonebridge Apts - Johnson Ck	Qty	Lewis and Clark	Qty	Col Slough Site	Totals
Staff (payroll, taxes, benefits)	35.00	10	350.00	125	4,375.00	75	2,625.00	25	875.00	8,225.00
Crew (hours)	390.00			4	1,560.00	3	1,170.00		0.00	2,730.00
Native Plants (each)	2.75	100	275.00	900	2,475.00	100	275.00		0.00	3,025.00
Mulch (units)	210.00	1	210.00	5	1,050.00	1	210.00		0.00	1,470.00
Caging (each)	2.60			100	260.00	0	0.00		0.00	260.00
Staff Mileage (miles)	0.555			180	99.90	180	99.90	50	27.75	227.55
Coffee Bags										
Staples (boxes)	50.00			6	300.00	0	0.00		0.00	300.00
Licensed Applicator (hours)	35.00			8	280.00	6	210.00		0.00	490.00
Stakes (each)	0.09			1100	99.00	0	0.00		0.00	99.00
Port-a-Potty (days)	66.00			4	264.00	4	264.00		0.00	528.00
Sub-Total			835.00		10,762.90		4,853.90		902.75	17,354.55
Administrative @ 15%			125.25		1,614.44		728.09		135.41	2,603.18
TOTAL			\$960.25		\$12,377.34		\$5,581.99		\$1,038.16	\$19,957.73

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 BES and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND

GRANTEE

By: _____

Dean Marriott, Director

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Approved AS TO FORM

James H. Van Dyke
 City Attorney CITY ATTORNEY