

WATERSHED GRANT AGREEMENT
City of Portland, Bureau of Environmental Services

Agreement No.: _____

This grant agreement is between the City of Portland, Bureau of Environmental Services, hereafter called "City" or "BES," and Southwest Neighborhoods, Inc., hereafter called "Grantee," for education, outreach and community involvement for watershed projects in the Fanno, Tryon and Willamette watersheds. The City's Project Manager is Becky Tillson. This agreement shall become effective on July 1, 2018, and shall expire, unless otherwise terminated or extended, on June 30, 2019.

The Grantee agrees to perform the actions and/or spend grant funds as described in PROJECT SCOPE. In return, City agrees to provide Grant Funds of up to \$73,000. 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 actions and/or spend grant funds as described in the PROJECT SCOPE below. In return, City agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by City and Grantee. Grant Funds cannot be used for wages, or other 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.

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 City prior to the expiration date of this agreement. City 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. City 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 non owned 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.

11. Project Scope

Southwest Watershed Resource Center Manager Work Plan Fiscal Year 2018-19

PROJECT MANAGEMENT: Leverage funding and in-kind matches of volunteer time and resources to implement stormwater management, erosion control, and vegetation management projects. In all projects managed and developed by the Watershed Resource Center, at every project stage, WRC staff will prioritize equity, diversity, inclusion, and ensure that social justice values are a primary component of their decision-making, relationship-building, and project development.

Stormwater workshop series: direct the work of project staff and contractors, assist with delivery and instruction of workshop series (4-5 events) for landowners to reduce barriers to implementation and maintenance of best practices for managing rainfall and reducing runoff. Practices taught will be appropriate to all sites, including those with challenging sites (steep slopes, poorly infiltrating soils, and/or lacking an approvable stormwater discharge point). Recruit SW and NW Portland landowners as demonstration project hosts. Support ongoing engagement of program alumni.

Partners: West Multnomah Soil & Water Conservation District, other contractors.

Funding Leveraged: Approximately \$20,200 total project funding, West Multnomah Soil & Water Conservation District (pending) ***Area served:*** All

Post project monitoring and maintenance: Monitor, communicate with site owners and support maintenance activities necessary to sustain restoration investments, including April Hill Park, Sunstone Montessori, SWHRL Triangle, Terwilliger Creek, Bertha Court, Jackson Middle School and past Stormwater Stars workshop demonstration sites.

Area served: All

CAPACITY BUILDING AND PROJECT DEVELOPMENT: Foster partnerships to further the goals of equity, build capacity for watershed restoration in SW Portland and the southern portion of NW Portland (Sylvan Highlands, Hillside and Arlington Heights), and guide volunteers in developing cost- and time-effective projects.

Restoration Capacity Building:

Jackson Middle School SUN Partnership: Follow-up on 2017-18 work in this area by supporting continuation of the after-school Nature Explorers' class and associated restoration project through building relationships, sharing resources

and expertise. Continue maintenance and monitoring of project site, and support community and partner-led initiatives to do further work in this area.

Partners: West Multnomah Soil & Water Conservation District, Tryon Creek Watershed Council, West Willamette Restoration Partnership, West Portland Park Neighborhood Association, Jackson SUN School program, Friends of Tryon Creek. **Area Served:** Tryon

Southwest Corridor Restoration Project: Identify, develop and lead an urban restoration project in or near the I-5, 99-W corridor. Project site will be sought and selected with a strong emphasis on providing green space in a heavily urbanized area and involving populations historically underserved by conservation efforts. Project selection will also involve collaboration with city bureaus such as Bureau of Environmental Services and Bureau of Transportation, to ensure that the project site does not interfere with existing transportation plans for the corridor. Project components will be responsive to existing environmental and social needs at the project site, but the components will likely include stormwater management, re-vegetation with native plants, and other urban conservation best practices.

Partners: City of Portland Bureau of Environmental Services, Portland Bureau of Transportation. We hope to collaborate with other nonprofit and community benefit groups, places of worship, or other community gathering places such as libraries, businesses, or schools.

Area Served: Tryon, Willamette or Fanno depending on project site

West Willamette Corridor Enhancement Project: Limited support of the development of water quality and stewardship projects in Willamette subwatersheds, prioritizing sites that complement partner projects and goals.

Partners: West Willamette Restoration Partnership, Portland Parks & Recreation, Columbia Land Trust, Bureau of Environmental Services, Oregon Health & Science University, Friends of Marquam Nature Park, Friends of Terwilliger Parkway, West Multnomah Soil & Water Conservation District. **Area served:** Willamette

Private Property Stormwater Technical Assistance and Support: Support stormwater management projects on private property, including tool loan and event promotion, prioritizing past participants of Stormwater Stars workshops.

Area served: Willamette and Fanno

Respond to other landowner and faith community project requests as time allows.

Area Served. Willamette and Fanno

Stewardship Project Development:

Backyard Habitat in headwaters of River View Natural Area: outreach, program promotion and supplemental project support for Collins View neighborhood residents as part of the Budburst program. **Area served:** Willamette

Other SW Portland and southern NW Portland Friends groups and referred community stewardship projects: assist as need and time permits. **Area served:** All

Participate in regional partnerships to optimize WRC resources and offerings:

West Willamette Restoration Partnership: collaborate with partner organizations for efficient application of time, resources and skills in landowner outreach, project development and implementation. **Area Served:** Willamette

Regional equity partnerships: participate in Intertwine, Center for Diversity and the Environment, or other regional coalition events to improve equity and apply best practices to WRC programs and services. **Area Served:** All

SWNI Watershed Committee: attend meetings, assist committee with data and mapping requests, speaker recruitment; provide meeting summaries to BES. **Area Served:** All

South Reach: Support city staff and associated partners by providing outreach assistance and guidance as project leaders work in this area. **Area Served:** Willamette

OUTREACH AND ENGAGEMENT: Recruit and involve SW Portland and southern NW Portland residents and other stakeholders to increase public health through stormwater management, water quality protection, pollution prevention, erosion control, invasive plant removal and native plant landscaping.

- Conduct outreach via at least 5 events such as workshops, speaking engagements and presentations to neighborhood associations and communities of faith, watershed tours, and neighborhood events in addition to the Stormwater Stars workshops.
- Disseminate watershed information via 10 e-newsletters (500 recipients), 12 SWNI newspaper columns on stewardship events (9,300 hard-copies delivered to households, 700 digital copies), semi-weekly social networking updates (400 contacts}, website blog posts, project brochures, and event flyers.
- Maintain tools and equipment for check-out by community organizations and landowners (20 per year).
- Respond to public requests for watershed technical information and referrals
- Include one BES-produced, four-page insert annually in the SWNI newspaper for distribution.
- In concert with BES staff, host an open house annually to highlight BES projects.
- Coordinate presence at the annual Multnomah Days event for the WRC and partners; host a booth at the event
- Keep a public presence at the Multnomah Arts Center for SW Watershed Center information and referral. Maintain kiosk with current information.
- Continue to integrate equity and inclusion goals into the work of the WRC.

PROGRAM ADMINISTRATION:

- Submit monthly report with monthly invoice to BES.
- Engage in strategic planning with the SWNI Board and BES.
- Track and submit annual report of program outcomes including number of projects, events and people served, funding applied for and received, plants installed, invasive plant area, and runoff reduced. Submit annual WRC report and narrative for City of Portland NPDES MS4 Compliance Report, documenting outcomes and success stories.
- Supervise interns, volunteers and temporary staff positions funded by outside grants to support WRC projects, including Stormwater Stars program staff.
- Prepare and submit grant proposals for outside partnership funds as appropriate; review with BES staff prior to submittal to granting agency.
- Prepare and oversee work plans for temporary staff positions or contractors funded through partners; review with BES staff prior to advertising.
- Document conference/event attendance in relation to WRC goals.
- Prepare annual work plan and quarterly project status updates for SWNI-WRC-BES check-in meetings.

Continued...

BES SWNI Southwest Watershed Grant FY 2018-2019

Activity/ Expense	BES Funds	SWNI Matching Funds	WMSWCD Grant Funds Leveraged	Comments	Totals
Personnel					
Full-time Employee	\$ 59,652.89		\$18,200	Includes new employee at 36 hours week (wages 3% COLA), benefits, taxes, 2% Simple IRA)	\$ 77,852.89
Materials & Services					
Project supplies, materials, equipment and professional services	\$ 5,177.11			Plants, erosion control blankets, restoration tools, office supplies, workparty refreshments, contractors	\$ 5,341.00
Local Travel	\$ 350.00				\$ 350.00
Office Space Rent		\$ 2,842.80		.25 of SWNI office space, \$236.90 mo	\$ 2,842.80
Meeting Room Space for Open House, Meetings		\$ 80.00		4 hours of meeting space at \$20.00 hour	\$ 200.00
Storage of WRC equipment and supplies		\$ 657.36		.33% of Barbur Storage \$54.78/mo	\$ 657.36
Electronic Communication (Riffles E-News)		\$ 560.00		Annual Subscription to Constant Contact	\$ 560.00
Copy Machine/Scanner/Fax		\$ 1,000.00		CIT Lease = .20 of copier, \$84 mo	\$ 1,000.00
Education/Training		\$ 100.00		SWNI Board offers \$100 per employee	\$ 100.00
Regular full page in monthly newspaper		\$ 7,200.00		Full page value = \$600 per month	\$ 7,200.00
ONE 4-Page BES inserts in SWNI newspaper	\$ 2,400.00			4-Full pages x \$600 per page = \$2,400	\$ 2,400.00
Phone	\$ 420.00			\$35 per month	\$ 420.00
Insurance (liability insurance)		\$ 3,672.00		Liability insurance required by City of Portland	\$ 3,672.00
Supervision	\$ -	\$ 5,000.00		SWNI Executive Director, staff supervision, grant management, coordination of open house event	\$ 5,000.00
SWNI Administrative Fees	\$ 5,000.00		\$2,000	Fiscal management and grant management	\$ 7,000.00
Total Materials and Services	\$ 13,347.11	\$ 21,112.16			\$ 36,743.16
Volunteer Labor		\$ 119,026.25		Estimated 5,575+ vol. hours @ 21.35 per hr	\$ 119,026.25
Total for Grant Budget	\$ 73,000.00	\$ 140,138.41	\$ 20,200.00		\$ 233,622.30

12. 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: Becky Tillson

Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204

Phone: 503-823-7097

Email: Becky.Tillson@portlandoregon.gov

GRANTEE

Name: Sylvia Bogert,
SW Neighborhoods Inc.

Address: 7688 SW Capitol Hwy
Portland, OR 97204

Phone: 503-823-4592

Email: sylvia@swni.org

13. Counterparts; Electronic Means

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

GRANTEE SIGNATURES:**SOUTHWEST NEIGHBORHOODS INC. (SWNI)**

BY: _____
John Gibbon, Board President


Date: _____

189053

Contract No.: _____

Contract Title: Watershed Education, Outreach and Community Involvement

CITY OF PORTLAND SIGNATURES:

By:  Date: 5/21/18
Bureau Director *DET BW NH for KR KAP*

By: n/a Date: _____
Chief Procurement Officer

By: n/a Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney