

WATERSHED GRANT AGREEMENT
Westside Watershed Outreach through Neighbors West-Northwest
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 Neighbors West-Northwest hereafter called "Grantee," for education, outreach and community involvement for watershed projects in the Westside Willamette watersheds. The City's Project Manager is Colleen Mitchell. This agreement shall become effective on September 1, 2020, and shall expire, unless otherwise terminated or extended, on June 30, 2021.

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 \$66,000. 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, without regard to its provisions regarding conflict of laws. Any action or suits involving any question arising under this Agreement between the City and Grantee, or out of work performed under this Agreement, shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts in the United States District Court for the State of Oregon.

10. Compliance with Laws

In connection with its activities under this Grant, Grantee and all persons, subgrantees or subcontractors performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes. If Grantee is a 501 (c)(3) organization, Grantee shall maintain its nonprofit and tax-exempt status during this Agreement.

11. 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, personal injury, and property damage, and aggregate limit of not less than \$2,000,000. It shall include contractual liability coverage, independent contractors protection (required if any work will be subcontracted), premises/operations, and products and completed operations for the indemnity provided in this Agreement. It 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 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 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

Westside Watershed Outreach through Neighbors West-Northwest (NWNW) Westside Watershed Resource Center Manager Work Plan September 1, 2020 – June 30, 2021

OUTREACH AND ENGAGEMENT: Recruit and involve Westside 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 10 online, web-based, or in person events such as open houses, workshops, presentations to neighborhood associations and communities of faith, watershed tours, tabling at community events, speaking engagements, and neighborhood events in addition to the Stormwater Stars workshops. Spread outreach amongst Southwest and Northwest geographies.
- Disseminate watershed information via e-newsletters, newspaper columns on watershed health and stewardship, semi-weekly social networking updates, website updates, project brochures, and event flyers. Share information with Southwest Neighborhoods, Inc. and Neighborhood Associations as appropriate.
- Manage Westside Watershed Tool Library. Maintain tools and equipment for check-out by community organizations and landowners.
- Respond to public requests for watershed technical information and referrals.
- Develop educational interpretive signage for projects as time and funding permits.
- Keep a public presence at the Multnomah Arts Center for Westside Watershed Center information and referral. Maintain kiosk with current information.
- Continue to integrate equity and inclusion goals into the work of the WRC.

PRIVATE PROPERTY STORMWATER TECHNICAL ASSISTANCE AND SUPPORT:

Respond to public requests for watershed technical information and referrals. Support and promote actions that foster watershed health. Support stormwater management projects on private property, including tool loan and event promotion. Participate in landowner and community project requests as time allows.

CAPACITY BUILDING AND PROJECT DEVELOPMENT: Foster partnerships to further the goals of equity, build capacity for watershed restoration in SW Portland and NW Portland, and guide volunteers in developing cost- and time-effective projects.

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 Stars Workshop Series: Support the work of project staff and contractors for workshop series (5-6 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 (poorly infiltrating soils, and/or lacking an approvable stormwater discharge point). Support recruitment of 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 \$30,000 total project funding, West Multnomah Soil & Water Conservation District (pending)

POST PROJECT MONITORING AND MAINTENANCE: Monitor, communicate with site owners and support maintenance activities necessary to sustain restoration project investments, including past Stormwater Stars workshop demonstration sites. Site include but are not limited to: SW 50th Drive, SW Bertha Court, Jackson Middle School SW 25th Ave, Colibri Chiropractic Clinic, Stephens Creek Crossing apartments, Woods Creek HOA, Fanno Creek Beaver Project, Multnomah Arts Center.

STEWARDSHIP PROJECT DEVELOPMENT

Serve as Westside Community Group Liaison. Participate in local and regional partnerships to optimize WRC resources and offerings. Collaborate with partner organizations for efficient application of time, resources and skills in landowner outreach, project development and implementation. Assist Friends and other community groups (watershed-related committees and partnerships, and referred community stewardship projects) with event promotion and project support as needed and as time allows. Provide Neighborhood Associations and other community groups with information about BES's and project partners' work as needed.

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. Connect underserved communities on the westside to outreach WRC services and resources, build relationships, listen to community needs, and provide applicable resources.

PROGRAM ADMINISTRATION:

- Submit monthly report with monthly invoice to BES.
- Engage in strategic planning with the NWNW Board, SWNI Watershed Committee, 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 NWNW-WRC-BES check-in meetings.

BES NWNW Westside Watershed Grant September 1, 2020 – June 30, 2021					
Activity/ Expense	BES Funds	NWNW Matching Funds	WMSWCD Grant Funds Leveraged	Comments	TOTAL
Personnel					
Full-time Employee	\$53,282.00		\$33,000	Includes employee at 36 hours week (wages 2% COLA), benefits (2 mos Sept/Oct benefits reimbursed to SWNI), taxes, 3% Simple IRA	\$80,250.00
Materials & Services					
Project supplies, materials, equipment and professional services	\$ 4,000.00			Plants, erosion control blankets, restoration tools, office supplies, workparty refreshments, contractors	\$4,000.00
Local Travel	\$200.00				\$200.00
Office Space Rent		\$2,942.30		.25 of SWNI office space, \$245.19/mo	\$2,942.30
Meeting Room Space for Open House, Meetings		\$112.00		4 hours of meeting space at \$28.00/ hr	\$112.00
Copy Machine/Scanner/Fax		\$1,000.00		CIT Lease = .20 copier, \$84/mo	\$1,000.00
Education/Training		\$100.00		SWNI Board offers \$100 per employee	\$100.00
Neighborhood newspapers	\$5,400.00			\$2,400 (SWNI News) \$3,000 (NW Examiner)	\$5,400
Insurance (liability insurance)		\$4,084		Liability insurance required by City of Portland	\$4,084
Supervision		\$2,000.00		NWNW Executive Director, staff supervision, grant management	\$2,000.00
NWNW Administrative Fees	\$3,000.00	\$2,000		Fiscal management and grant management	\$5,000.00
Total Materials & Services	\$12,600	\$12,283.30			\$27,883.30
Volunteer Labor		\$15,258.00		Estimated 600+ vol. hours @ 25.43 per hr	\$15,258.00
TOTAL	\$65,882.00	\$27,496.30	\$33,000.00		\$126,378.30

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: Colleen Mitchell
 Address: 1120 SW Fifth Ave., Suite 600
 Portland, OR 97204
 Phone: 503-823-5326
 Email: Colleen.Mitchell@portlandoregon.gov

GRANTEE

Name: Mark Sieber
 Neighbors West-
 Northwest
 Address: 2257 NW Raleigh St.
 Portland, OR 97210
 Phone: 503-823-4212
 Email: mark@nwnw.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:**Neighbors West-Northwest (NWNW)**

BY: _____
 Mark Sieber, Executive Director

Date: _____

Contract No.: _____

Contract Title: Westside Watershed Outreach through Neighbors West-Northwest

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

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