

Attachment A

WATERSHED GRANT AGREEMENT FY 21-22
Westside Watershed Outreach through Neighborhoods West Northwest Review Board
City of Portland, Bureau of Environmental Services

Agreement No.: _____

This grant agreement ("this Agreement") is by and between the City of Portland ("City"), acting by and through the Bureau of Environmental Services ("BES") and its elected officials, and **Neighborhoods West Northwest Review Board**, ("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 is effective July 1, 2021, and shall expire, unless otherwise terminated or extended, on June 30, 2022.

City will provide Grantee with Grant Funds of up to a total of **\$76,546** in accordance with this Agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below and in accordance with this Agreement. 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 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 Agreement have commenced or arisen or will commence or arise prior to the effective 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 with 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 may 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 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee, as applicable, shall commence cure within the 30 days, notify City of Grantee's steps for cure and estimated 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 work products such as documents, data, studies, and reports prepared by Grantee under this Agreement, shall, at the option of City, become the property of City.. 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 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. Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

6. Independent Contractor Status

Neither Grantee nor its subgrantees, contractors, or employees are 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 Grantee performs under this Agreement shall be considered a public record. Grantee shall provide City a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials Grantee produces in connection with this Agreement. On completion or termination of the agreement, 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 the City of Portland and its officers, agents, and employees, harmless from and against 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 the City of Portland and its officers, agents, and employees harmless, from and against all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Grantee or its subgrantees, subcontractors, agents, errors, or omissions of Grantee or its subgrantees, subcontractors, agents, or employees in the performance of services under this Agreement.

9. Governing Law

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between City and Grantee arising under this Agreement 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 and 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, it shall maintain its nonprofit and tax-exempt status during this Agreement.

11. Insurance

During the term of this Agreement, Grantee shall maintain in force at its own expense, each insurance noted below and insurance shall apply to the acts and omissions of Grantee. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. Failure to maintain this insurance shall be cause for immediate termination of this Agreement by City.

- (a) Workers' Compensation insurance. Grantee and all persons working under this Agreement are subject employers under the Oregon workers compensation law. Grantee shall provide workers' compensation insurance for all its subject workers. A certificate of insurance must 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. Commercial general liability insurance covering bodily injury, personal injury, and property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations in a per-occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000. 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) Additional Insured. The liability insurance coverages, except workers' compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Grantee's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall furnish acceptable insurance certificates, including Additional Insured endorsement form(s) and all other relevant endorsements, to the City at the time of signed Agreement submission. The certificate will specify all of the parties who are endorsed on the policy as Additional Insureds, 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.
- (g) Subgrantees or subcontractors. Upon request, Grantee shall provide evidence that any subgrantee or subcontractor, if any, performing work or providing goods or service under the Agreement has the same types and amounts of coverages as required herein or that the subgrantee or subcontractor is included under the Grantee's policies.

Project Scope

A. Project Representatives

Each party has designated an individual to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Grantee will fulfill its obligations under this section.

CITY

Name: Colleen Mitchell
 Address: 1120 SW Fifth Avenue, Suite 600
 Portland, OR 97204
 Phone: 503-865-6589
 Email: Colleen.Mitchell@portlandoregon.gov

GRANTEE

Name: Mark Sieber
 Address: 2257 NW Raleigh St.
 Portland, OR 97210
 Phone: 503-823-4212
 Email: mark@nwnw.org

B. Project Description

1. Scope of Work and Duties Performed

OUTREACH AND ENGAGEMENT:

Recruit and involve Westside Portland residents and other stakeholders to increase public and ecological health through stormwater management, water quality protection, pollution prevention, erosion control, invasive plant removal and native plant landscaping.

· Conduct outreach via at least 12 online, web-based, or in person events such as open houses, workshops, presentations to community groups, 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 community groups and other partner organization as appropriate.
- Manage Westside Watershed Tool Library. Maintain tools and equipment for check-out by community organizations and individual residents.
- Respond to public requests for watershed technical information and referrals.
- Develop educational interpretive signage for projects as time and funding permits.
- Continue to integrate equity and inclusion goals into the work of the WWRC.

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 Westside Watershed Resource Center, at every project stage, WWRC 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) that demonstrates implementation and maintenance of small-scale 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 properties as demonstration project hosts. Support ongoing engagement of program alumni.

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

Funding Leveraged: Approximately \$33,000 total project funding, West Multnomah Soil & Water Conservation District

POST PROJECT MONITORING AND MAINTENANCE:

Monitor, communicate with project partners and support maintenance activities necessary to sustain restoration project investments, including past Stormwater Stars workshop demonstration sites. Sites 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, Multnomah Arts Center.

STEWARDSHIP PROJECT DEVELOPMENT

Serve as Westside Community Group Liaison. Participate in local and regional partnerships to optimize WWRC resources and offerings. Collaborate with partner organizations for efficient application of time, resources and skills in 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 regional coalition events, conversations, and trainings to improve equity and apply best practices to WWRC programs and services. Prioritize connecting underserved communities on the westside to outreach WWRC 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, BES, and other community partners.
- 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 WWRC 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 WWRC 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 WWRC goals.
- Prepare annual work plan and quarterly project status updates for NWNW-WWRC-BES check-in meetings.

C. Budget

BES NWNW Westside Watershed Grant - JULY 1, 2021 – JUNE 30, 2022						
Activity/ Expense	BES Funds	BES Match	NWNW Matching Funds	WMSWCD Grant Funds Leveraged	Comments	TOTAL
Personnel						
Full-time Employee	\$63,196	-	-	\$33,000	Includes employee at 36 hours week, insurance, taxes, 3% Simple IRA	\$96,196
Materials & Services						
Project supplies, materials, equipment and professional services	\$4,000	-	-	-	Plants, erosion control blankets, restoration tools, office supplies, work party refreshments, contractors	\$4,000
Local Travel	\$200	-	-	-		\$200
Office Space Rent	-	-	\$2,942.30	-	.25 of NWNW office space, \$245.19/month	\$2,942.30
Meeting Room Space for Open House, Meetings	-	-	\$112	-	4 hours of meeting space at \$28.00/ hour	\$112
Copy Machine/Scanner/ Fax	-	-	\$1,000	-	CIT Lease =.20 copier, \$84/month	\$1,000

Phone, Digital Resources	-	\$220	-	-	BES provide cell phone \$661/year; NWNW provide web domains (2@\$17/year) and Google (\$6/month)	\$220
Neighborhood newspapers	\$5,400	-	-	-		\$5,400
Insurance (liability insurance)	-	-	\$4,084	-	Liability insurance required by City of Portland	\$4,084
Supervision	-	-	\$2,000	-	NWNW Executive Director, staff supervision, grant management	\$2,000
NWNW Administrative Fees	\$3,650		\$2,000	-	Fiscal management and grant management	\$5,650
Materials & Services Total:	\$13,250	\$220	\$12,138.30	-		\$25,606.30
Education/ Training	\$100	-	\$100	-		\$200
Volunteer Labor	-	-	\$15,258	-	Estimated 600+ vol. hours @ \$25.43 per hour	\$15,258
TOTAL:	\$76,546	\$220	\$27,496.30	\$33,000		\$137,262.30

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 amendments to the Agreement, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND**GRANTEE**

By: _____

Michael Jordan, Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Elected Official

Approved as to form:

City Attorney