

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 Jennifer Devlin. This agreement shall become effective on July 1, 2013, and shall expire, unless otherwise terminated or extended, on June 30, 2014.

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 up to a total of \$ 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 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. Stewardship 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 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

A. Project Scope for FY 2013-2014

SWNI Program Manager Staff - Outreach for Watersheds Projects

1. General Outreach

- a. Maintain public involvement stakeholder contacts: business property owners, tenants associations, neighborhood associations, business associations, media representatives and other stakeholder organizations.
- b. Provide a liaison function between the SW Community and the City for the implementation of the 2005 Portland Watershed Management Plan. Host various forums for community input into the implementation process including CIP projects.
- c. Publicize watershed projects and open houses in two SWNI newsletters and calendars (distribution to 9,300 households in SW Portland).
- d. Announce Fanno, Tryon, Willamette, Tualatin and Stephens stewardship group activities in the newsletter and calendar. Solicit articles for the Environmental Page from volunteer stewards and SWNI staff.
- e. Provide logistical and administrative support for watershed open houses including: recruitment of participants, promotion of event beyond the newsletter, room reservations and set up, refreshments, feedback forms and follow up news articles. Provide input on planning for the events.
- f. Host public meetings as needed for BES capital projects. Provide advertising, recruitment, meeting space.
- g. Provide information about environmental zoning and stormwater management for residents on local land use reviews.
- h. Provide other public outreach support that BES may deem necessary in place of, or in addition to, tasks listed above.
- i. Attend the Fanno/Tryon team meeting monthly for project updates.
- j. Submit annual report for all activities.

2. Project Specific Outreach for July 1, 2013 through December 30, 2013

- a. SW Stephenson and Hamilton Street Drainage Improvements - Newsletter article. Host and facilitate public meeting if necessary
- b. Boones Ferry Culvert Replacement Project – host advisory committee meetings at completion of pre-design, 30%, 60% and 90%. Host meetings, record and distribute meeting minutes and communicate with advisory committee members.
- c. Multnomah Center Parking Lot – Provide on-site public information and referral for construction phase summer 2013.
- d. Conduct outreach to neighborhood association for S Ash Stream Enhancement and Sewer repair project.
- e. Assist in development of PI plan and conduct PI for new projects including a stormwater facility at I-5 and SW 26th near the SW Huber Greenstreet.
- f. Support community effort to depave tennis court area and relocate out of stream daylighting site at Jackson Middle School as needed.
- g. Support public process for street revegetation at SW 21st through hosting public meetings, taking minutes and providing a point of contact.

SWNI SW Watershed Resource Center Staff, Outreach for Fanno, Tryon and Willamette Watersheds Projects

Manage staff to run programs at the SW Watershed Resource Center in the SW Community Center at Gabriel Park. Provide technical referrals, training, technology and materials and supplies as needed. General tasks for the staff person:

- Provide on-site office hours at least 20 hours per week and post the two week schedule of hours on the SW Watershed Resource Center door at all times.
- Give community presentations (2 per year)

- Represent the Watershed Center at community events and meetings (10 per year)
- Continue to foster good relationships with management and staff at the SW Community Center
- Provide community outreach listing watershed stewardship events in SWNI Newspaper, on web, providing handouts, promoting volunteer opportunities.
- Provide youth watershed education programs at the Watershed Center, in the community, and in partnership with other SWCC programs such as Sprout Academy and youth camps; provide training and materials for community partners to deliver programs (10 total per year).
- Provide resources to the community including lending library, tool check out, etc. Maintain all materials.
- Keep administrative records including monthly and annual reports, update work plan annually (July), develop and maintain success stories (photo journal, text, maps, keep Yearbook for the SW center to include: resource check out data, current work plan, monthly reports, annual report, and success stories.)
- Support at least 2 grant writing projects per year (research opportunities, writing of grant, and letters of support, bringing community partners together).
- Coordinate stewardship friend's groups' presence at Multnomah Day.
- Provide other public outreach support that BES may deem necessary in place of, or in addition to, tasks listed above.

c. Watershed specific work tasks:

- Increase watershed awareness, outreach & resources within the SW Portland community. Collaborate with interested citizens, groups & communities of faith to provide info on watershed events, projects, and landowner practices incl. invasive and native plants, water quality and natural gardening. Provide tours, produce and distribute e-newsletter and website, write articles for the SWNI News, prepare event flyers, etc. Help engage citizens as BES implements the Stephens Creek Pilot Stormwater System Plan.
- Provide assistance to landowners by providing information and referrals. Assist some private landowners with project management, including site assessment, project planning, grant writing, and/or implementation. Coordinate with West Multnomah Soil and Water Conservation District, West Willamette Restoration Partners, Urban Watershed Mentors and the Backyard Habitat Certification Program to target outreach and restoration efforts to residents in Willamette Watershed, environmental zones and adjacent to natural areas, such as the Greater Portland Bible Church, Hillsdale United Church of Christ, and South Ash Creek landowners.
- Support SW watershed stewardship by providing technical assistance, grant writing, training, organizational development, & occasional work party support to stewardship groups and school stormwater and/or naturescaping projects. In the Fanno Watershed, support the Friends of April Hill, Friends of Vermont Creek, Dickinson Park Stewards, Bridlemile Creek Stewards, Multnomah Village Park, PCC Sylvania Habitat Team and Friends of Woods Park. In the Tryon Watershed, support the Tryon Creek Watershed Council, Friends of Marshall and Maricara and Friends of Tryon Creek SP. In the Willamette Watershed, support the West Willamette Restoration Partnership, Greater Portland Bible Church parking lot stormwater improvements and other greening projects, SW Texas Street neighbors, Rieke Elementary EcoThink club, Friends of Marquam NP, Friends of Terwilliger, South Portland Riverbank Partners, Stephens Creek Stewards and Keller Woodlands Neighbors. Also partner with the Tualatin River Watershed Council, Fans of Fanno, Tualatin Riverkeepers and Willamette Riverkeeper. Work with CWSP grantees or potential CWSP grantees to develop projects.
- Provide watershed education opportunities by working with education staff & volunteers to collaborate with Portland Parks Sprout Academy and other programs, create educational displays, host education programs, prepare activities for SWCC and neighborhood events, maintain activity kits for checkout, serve on BES education advisory committee, assist Clean Rivers Education staff with programs, and develop WRC education strategy.
- Foster partnerships by networking, data collection and reporting. Improve stewardship activities in SW Portland by facilitating data/info exchange with partners, and keeping current on research and BMPs. Coordinate services with West Multnomah Soil and Water Conservation District and serve on their FISH grant review committee, coordinate with Parks and BES to support Friends

group development, support monitoring and citizen science efforts, attend professional development opportunities such as UERC, create monthly and annual reports, NPDES report narratives, WRC brochure, and work plan.

B. Budget

Estimated Budget for 2013/14

Expense	Fanno Tryon	Willamette	Stewardship	Total
	ESWS000009	ESWS000006	9ESWS0000073	
SWWatershed Resource Center staff including benefits (JS)	10,000	17,000	21,659.38	48,659.38
Program Manager support (LG)	5,000		2,000	7,000
Staff supervision (SB)	2,000	2,500	500	5000
Administration		2,000	3,000	5000
Local travel		200	300	500
Materials and supplies including Multnomah Days and open houses		1,300	540.62	1840.62
4-page newsletter insert, twice annually plus articles monthly	3,000	2,000		5000
	\$20,000	\$25,000	\$28,000.00	\$73,000

C. 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: Sylvia Bogert, SW Neighborhoods Inc.
Address: 7688 SW Capitol Hwy
Portland, OR 97204
Phone: 503-823-4592
Email: sylvia@swni.org

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: Marianne E. Fitzgerald
Marianne Fitzgerald, SWNI President

Date: 7/16/2013

Contract No.: _____

Contract Title: Watershed Education, Outreach and Community Involvement**CITY OF PORTLAND SIGNATURES:**

By: _____ Date: _____
Bureau Director *JA [Signature] SA [Signature]*

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: *Eric R. Shaffer* Date: 7/17/13
Office of City Attorney