



October 15, 2013

Kelly Rosteck
City of Portland-Parks & Recreation
2909 SW 2nd Ave
Portland, OR 97201

Re: Greenspaces Restoration and Urban Naturalist Team

Dear Kelly,

Once again, congratulations on your successful application! The Board of Directors of the East Multnomah SWCD has voted to award your project up to \$20,000. The amount we will pay out will be based on the actual expenses you incur, not to exceed the award amount.

I am attaching the Project Funding Agreement, outlining the scope of work, timeline and budget for your project to you. Please review this document, print it out and return the signed hard copy to me. Once the District board has signed the agreement, we will mail a copy to you for your records. In addition, with each request for District funds, be sure to include and complete the attached Funds Request Form.

Please do not begin your project until the Project Funding Agreement has been signed by all parties, as the District cannot reimburse you for expenses incurred before all the signatures have been gathered. In addition, some projects require permits or need to get a specific number of bids/price quotes for labor, contracted professional services, project materials, etc., before work can begin. Finally, if your project takes place on property not owned by your organization, please don't forget to get the landowner's signature on the funding agreement.

The Board is pleased that the District is able to provide funding to support your project, and we look forward to working with you throughout your project.

Sincerely,

Lissa Adams
Finance and Grants Manager



EAST MULTNOMAH SWCD
PARTNERS IN CONSERVATION PROGRAM (PIC)
PROJECT FUNDING AGREEMENT

Between

City of Portland-Parks & Recreation ("Partner")

And

East Multnomah Soil and Water Conservation District ("District")

Project No: PIC-13-025 Project Name: Greenspaces Restoration and Urban Naturalist Team

PURPOSE

The purpose of this Project Funding Agreement is to clarify District and Partner responsibilities in carrying out a project ("Project") funded by the District's Partners in Conservation Program (PIC).

EFFECTIVE DATE, DURATION, AND DOLLAR LIMITS

This document constitutes the entire agreement between the District and the Partner. It incorporates and includes by this reference the following documents:

- This signed Agreement
- IRS W-9 form if not already on file (to be kept in a secure file in the District office)
- Exhibit A: Scope of Work & Timeline
- Exhibit B: Project Budget
- Exhibit C: Indemnity Agreement for Third Party Contractors
- Exhibit D: Request for Release of Funds Form
- Exhibit E: Other attachments (diagrams, conceptual drawings, etc)

This Agreement shall be effective upon signing by all parties, and shall terminate on June 30, 2015, unless earlier terminated, or unless extended by mutual agreement of the parties hereto.

Work related to this Project is anticipated to be carried out between (dates) October 16, 2013 to November 1, 2014.

Funding in an amount not to exceed \$20,000 is awarded to the Partner for the purpose of carrying out the duties and obligations described in this Agreement. District funds shall be awarded on a reimbursement basis, based on written documentation acceptable to the District of the Partner's actual costs. Work that takes place before this Agreement is signed by all parties will not be reimbursed.

PARTNER RESPONSIBILITIES

The Partner is responsible for managing the Project. The Partner is fully accountable for all District funds received. To be eligible for reimbursement, such funds may be used only for purposes approved by the District.

The Partner shall:

1. Determine the need for and obtain any necessary permits before beginning work.
2. Purchase any materials needed for the Project.
3. Carry out, hire, or contract for the installation of the Project, as described in Exhibit A: Scope of Work. The Partner shall be responsible for the employment, supervision, and work assignments of its employees and/or contractors, and for executing and enforcing any contracts and agreements entered into by the Partner to carry out the Project.
4. Rent or provide any equipment needed for carrying out the Project.
5. The information provided to the District is that the total cost of the Project (cash and in-kind contributions from all sources, including the District) will be an estimated \$142,806. The Partner will follow the instructions in "a" or "b", below, whichever is applicable.
 - a) If this figure is under \$5,000, the Partner will not be required to get bids for materials or labor.
 - b) If this figure is over \$5,000, the Partner shall comply with state and local public contracting requirements and shall provide written documentation to District that Partner has awarded all contracts in accordance with such requirements. The Partner may choose the provider whose bid or quote will best serve the interests of the Partner and the District, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility.
6. If any Project that qualifies as a public improvement project (i.e., construction, reconstruction or major renovation on real property) is expected to or actually does exceed \$50,000 in expenses, the Partner and all contractors shall comply with all prevailing wage requirements pursuant to 279C.800 *et seq.*
7. If the Partner contracts with any contractor(s) to perform work related to this Agreement, the Partner will have the contractor(s) sign C: Indemnity Agreement for Third Party Contractors and will forward that agreement to the District.
8. It is highly recommended that the Partner use only contractors who are licensed, bonded, and insured.
9. Ensure that Project work is carried out and practices are installed according to specifications provided by or agreed to by the District.
10. Within six months of the effective date of this Agreement, demonstrate to the District (through invoicing or a brief progress report) that progress has been made on the Project. Failure to make progress within a reasonable period of time may require an amendment to this Agreement to adjust the timeline and/or Scope of Work.
11. Provide the District with all receipts and invoices (original or photocopy) within 30 days after Project completion. For projects involving more than one phase, conservation practice, or product, reimbursement may be requested (accompanied by receipts/invoices) as phases, practices, or products are completed, rather than at Project completion. Payment will not be made until the District has received the appropriate documentation for that reimbursement request.
12. Provide documentation of the Partner's (and Landowner's, if applicable) in-kind contribution of labor and materials, and of matching funds received from other sources, including cash and in-kind contributions of labor and materials. If the funding amount is more than \$10,000, the Partner is expected to secure matching funds to support the Project, in an amount equal

- to or exceeding the amount provided by the District. This match may include cash, in-kind contributions, or a combination thereof.
13. Fill out and submit the attached Funds Request Form (Exhibit D) with each request for reimbursement, demonstrating in-kind match.
 14. Fill out, sign and submit to the District an IRS form W-9 with or prior to request for reimbursement.
 15. Complete the Project by the date provided in this Agreement.
 16. Submit a written Project Completion Report (with photos) to the District within 60 days of the completion of the Project or before the termination date of this Agreement, whichever occurs first. The District may withhold 10% of grant funds until Project Completion Report is submitted and approved.
 17. On-the-ground project: Manage the property and maintain the funded practices for their design life (or ensure that the Landowner does so) as described in the PIC Application forms or as follows (if applicable):
 18. Educational project: Use the products developed under this Agreement for a reasonable amount of time. (In other words, develop educational materials that will be usable for at least two years, and purchase items for workshops, etc. that are of sufficient quality that they will be usable for at least two years.)
 19. Repair or replace work that is damaged by normal use or ordinary natural events. (The Partner is not responsible for repair or replacement due to catastrophic natural events.)
 20. For the design life of the Project, permit the District, its officers, agents, employees, contractors and invitees to enter onto the property where the Project is located for purposes of inspecting the work as it is carried out, and to monitor the condition and effectiveness of the Project following completion. The District shall provide reasonable notice to the Partner of such entry, which shall be at times agreeable to the Partner.
 21. Allow a sign to be placed at the site (at EMSWCD's expense) indicating project type and funding source, and/or allow one or more tours of the Project site if scheduled at a convenient time.
 22. Provide recognition of the District in outreach and educational materials. This may include mention of the District as a sponsor/funder on the Partner's website, newsletters, annual reports, and at project-related events, and inclusion of the District's name and logo on workshop materials, as applicable.

DISTRICT RESPONSIBILITIES

The District is responsible for providing partial funding to the Partner to carry out the Project as described below and in the project budget.

The District shall:

1. Reimburse the Partner for agreed-upon Project costs incurred during the period of this Agreement, in the amounts established under this Agreement.
2. Monitor progress and effectiveness of the Project at agreed-upon frequencies.
3. Prepare reports about the Project, including but not limited to the results and condition of the work, which shall be public records.
4. Any time it is determined that the work to be completed under this Agreement is not being done in the prescribed time and manner, advise the Partner of any issues or concerns and request, if necessary, an amendment to this Agreement to reflect any adjustments, including the dollar amount of the contract.
5. If the Partner receives payments from the District exceeding \$600 in any calendar year, the payments may be considered reportable income by the IRS. The District may submit a 1099-MISC form to the IRS and to the Partner for the tax year(s) if applicable. The Partner

should consult a tax advisor about reporting the payments as income and about whether the Project-related expenses may be included as deductions on the Partner's tax returns.

PROJECT MANAGERS

All reports, correspondence, and required documentation shall be directed to the appropriate Project Manager.

For the District:

Laurel MacMillan, Grants Specialist
East Multnomah Soil & Water Conservation District
5211 N Williams Ave
Portland, OR 97217
Phone: 503-222-7645 x 121
Fax: 503-935-5359
Email: laurel@emswcd.org

For the Partner:

Kelly Rosteck
City of Portland-Parks & Recreation
2909 SW 2nd Ave
Portland, OR 97201
Phone: 503-823-6378
Email: kelly.rosteck@portlandoregon.gov

OTHER TERMS of this Agreement

Ownership:

- On-the-ground project: After completion of the Project, all improvements funded with District funds and affixed to the land shall become the property of the Partner or Landowner, whichever is applicable. Improvements not affixed to the land and funded with District funds, such as unused/excess materials and portable equipment, will become the property of the District at the District's discretion.
- Educational project: After completion of the Project, all educational materials and other products funded with District funds shall become the property of the Partner or Fiscal Agent, whichever is applicable. Supplies not used for the Project and funded with District funds, such as unused/excess materials and portable equipment, will become the property of the District at the District's discretion. Upon receiving permission from the Partner (or other original author), the District may use these products in its own outreach and program work, and may incorporate all or part of the content of these products into District materials (such as workshop notebooks and lists of resources). In doing so, the District must acknowledge the Partner (or other original author) as the author/developer of the relevant materials.

Compliance with applicable law:

- The Partner will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.
- The Partner is responsible for complying with Oregon public contracting laws (e.g., Oregon Revised Statutes 279A, 279B, 279C) as they may apply to the Project.

- If the Project qualifies as a public improvement project (i.e., construction, reconstruction or major renovation on real property) and is expected to or actually does exceed \$50,000, the Partner and all contractors working on the Project shall comply with all prevailing wage requirements pursuant to 279C.800 *et seq.*

Liability and indemnification:

- The Partner and the District shall each be solely responsible for any damage or any third-party liability which may arise from that party's respective acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution.
- In carrying out its duties and obligations under this Agreement, the Partner shall indemnify, hold harmless, and defend the District, its officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Partner, its officers, directors, agents and employees. The Partner shall have no obligation to indemnify the District should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the District, its affiliates, officers, directors, agents and employees.
- Any contractor or other third party that enters into an agreement with, or on behalf of, the Partner pursuant to this Agreement shall be required to execute the Indemnity Agreement attached hereto as Exhibit C.

Nondiscrimination:

- For work related to this Agreement, the Partner agrees to comply with the District's policy of prohibiting discrimination on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program.

Return of District funds:

- If any of the practices or products funded under this Agreement fail within their design life due to circumstances within the Partner's control (e.g., neglect, failure to protect and maintain the practices, destruction of the practice before the expiration of its design life, or other actions which cause the funded practice to become non-viable), the Partner hereby agrees to refund to the District some or all of the funds provided for those practices or products, as determined by the District.
- The Partner shall not be responsible for, and the District shall not be obligated to replace, failed practices or products if such failure is caused by force majeure (e.g., catastrophic weather events, earthquake, wildfire, drought, or other significant events beyond either party's control).
- Any funds disbursed to the Partner under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement must be returned to the District promptly, not later than 30 days after the District's written demand.

Termination of agreement:

- The District or the Partner may terminate this Agreement at any time by giving thirty (30) days written notice to the other.
- If a notice of termination is given, the Partner shall halt work and shall make all reasonable efforts to cancel any commitments that are dependent on District funds.

AGREED:

Partner signature**Print name****Date**

Landowner signature
(if different from Partner)**Print name****Date**

Fiscal Agent signature
(if different from Partner)**Print name****Date**

EMSWCD signature**Print name****Date**

EXHIBIT A

Scope of Work & Timeline

The Project to be carried out under this Agreement is described as follows:

Background and purpose:

The following two programs in the GRUNT (Greenspaces Restoration & Urban Naturalist Team) pipeline:

1. The Environmental Career Opportunity (ECO) Internship program has connected diverse teens to paid internships and career development in fiscal years 2009, 2010, 2011 and 2012. Funding was not available in 2013. The program encourages teens to deepen the environmental science and leadership skills gained through GRUNT (Greenspaces Restoration & Urban Naturalist Team). Unlike GRUNT, this program places teens in professional, one-on-one work environments as opposed to working with a peer group. **Internships offer teens a way in to environmental careers:** Our goal is to expose teens to the variety of natural resources career opportunities and to provide supportive, challenging experiences where they can learn skills they will need to be successful in work, school and life. Internships are offered by PP&R and partner organizations and occur year round. The number of hours per internship depends on the schedules of the teen and his/her supervisor. Spring Break internships are a 20 – 40 week long experience. Teens with more flexible schedules can participate in a longer internship, up to 200 hours. These long-term internships sometimes lead to a job offer.

2. Jr. GRUNT is the first step in the pipeline leading to internships:

Jr. GRUNT engages 8th & 9th graders in environmental education, stewardship and careers within Portland's Parks. It is a year round program which works with a new cohort of "academic priority" students each year. Graduates go on to join GRUNT, the Youth Conservation Crew or other City Nature programs. The fall and summer parts of the program have been funded by two other sources: Metro's Nature in Neighborhoods and West Multnomah Soil & Water Conservation District's FISH grants for FY 13-14. We request EMSWCD dollars to fund the Spring Break portion.

Specific activities:

ECO Internship Program, teens gain job skills and paid work. Each teen will:

- At least 40 GRUNT, Jr. GRUNT and YCC graduates (ages 16 – 22) will participate in paid environmental internships with PP&R City Nature and other organizations.
- We will facilitate 3 day-long resume and cover letter writing workshops for teens. Teens will apply for their favorite internships.
- Each teen will work between 20 and 200 hours in a paid internship based on individual skills and interests.
- Teens will build skills through personalized coaching & constructive feedback from employers and gain references and job connections / networking.
- Examples of internships: Horticulture, Green Streets program, Urban Forestry, Environmental Education, Nuts About Nature Preschool teacher assistant, wildlife research.

The Jr. GRUNT Spring program will:

- Engage 15 8th & 9th graders in environmental education, stewardship and recreation.
- Each teen will spend 40 contact hours in nature (for a total of 600 contact hours)
- Teens will complete 120 person-hours of environmental stewardship / natural areas restoration
- Promote environmental employment programs such as GRUNT, Youth Conservation Crew, etc.
- Employ 2 GRUNT graduates from 2009 as instructors.

The timeline for the activities is as follows:**September & October 2013**

- Notify PP&R staff that the Internship program has been funded and coordinate with interested mentors.

November 2013

- Confirm internships that are available for FY 13-14
- Facilitate 2 Resume Writing & Cover Letter workshops for teens; inform them of internship opportunities. Teens choose their top 3 internships and apply.

December 2013

- Facilitate one more Resume Writing & Cover Letter workshop for teens.

January 2014

- Facilitate workshop for PP&R / partner staff who are mentoring teens during internships.
- Match up teens with internships
- Notify teens where they will be working & prepare them for dress & behavior expectations.

February 2014

- Internships may begin

March 2014 – Spring Break

- Spring Break internships offer many teens still in high school a week-long experience
- Jr. GRUNT students spend 5 days of Spring Break outdoors in nature, engaged in leadership building, environmental science skills, recreation and stewardship.

April – June 2014

- Internships for some students continue
- Evaluation of programs & reporting

Measures of success:**Short-term deliverables and measurable outcomes:**

- Engage at least 57 youth in Environmental Education programs:
 - At least 40 youth will be employed in ECO internships. Many teens will complete natural areas restoration, wildlife research, or other jobs with quantifiable goals.

These will also be reported.

- 15 8th and 9th graders will participate in Jr. GRUNT. Students will complete at least 90 person-hours of on the ground natural areas restoration.
- Two GRUNT graduates from 2009 will be employed as lead teachers for the Jr. GRUNT program.
- Diversify our part-time seasonal staff (demographics of current GRUNT graduates: 69% are people of color; 56% speak English as a second language; 82% participate in the Free & Reduced Lunch program).

Long-term measurements of success (we collect this data each year):

- How many GRUNT graduates completed high school?
- How many are studying environmental sciences or education in college or university?
- How many are pursuing natural resources careers?
- How many are employed by PP&R?
- How many have recommended that family or community members join GRUNT?

Volunteer/Community/Partner Involvement:

- PP&R staff members will donate their time to mentor and supervise interns.
- Partner organizations including the Columbia Slough Watershed Council, Oregon Travel Experience and the Bureau of Environmental Services will host interns.
- If we need to recruit new students for Jr. GRUNT (i.e. if some do not continue from the fall program), we will work with our community partners in schools and non-profits to reach the students most in need. We work with more than 22 schools / non-profits.

Monitoring and Maintenance:

Impact on students

We use a variety of qualitative and quantitative methods to determine impacts. The following will be included in the end of project report:

Qualitative: Quotes from youth, excerpts from student journals, youth evaluations, parent interviews, pre-and post-evaluations assessing changes in environmental attitudes and behaviors

Quantitative: Pre and post scores on science assessments, grades in school, attendance in both school and GRUNT, and long-term impacts (including continued volunteerism, employment and education in natural sciences).

District funds are to be used for the following activities:

- See Exhibit B Budget

District Recognition:

The District will be recognized on our website, all printed materials related to the programs and in our Fiscal Year report.

Project Completion Report:

The Partner is required to submit a written Project Completion Report to the District within 30 days of the completion of the Project or before the termination date of the agreement, whichever

occurs first. The District would like to receive occasional updates on the impacts of the Project, but such reports are not required.

Exhibit B Budget

Expense Category	No. of Units	Unit Cost	Cash Match	In-Kind match	EMSWCD Funds	Description: work tasks, items to be purchased, who will do the work?
PROJECT MANAGEMENT (Payroll expenses)						
Teen Internships	45 teens	\$ 372.40	\$	\$	\$ 16,758	Teens will be matched up with paid natural resources internships that fit their career goals. Teens will work between 20 and 200 hours.
Internship Supervisors	40 mentors	1200 per mentor	\$	\$ 42,000	\$	At least 40 PP&R staff will mentor youth during an internship. They will also attend meetings with Kelly to prepare for their intern.
Jr. GRUNT Spring teacher- yoko	80 hours	\$ 18.48	\$	\$	\$ 1,478	Yoko takes 8th - 10th graders on adventures that include environmental education, stewardship and adventure.
Jr. GRUNT Spring asst teacher- Alejandro	58 hours	\$ 14.00	\$	\$	\$ 812	Alejandro graduated from GRUNT in 2008 and has been a Jr. GRUNT teacher for two years.
Program Coordinator	640 hours	\$ 28.00	\$	\$ 17,920	\$	Kelly Rosteck oversees the GRUNT and ECO Internship programs.
TRAVEL (Use current federal rate or check with EMSWCD)						
Bus Tickets	90	\$ 2.00	\$	\$	\$ 180	For youth to arrive at meeting spot; most of our middle schoolers cannot afford bus tickets.
Vehicle	2 months	\$ 263.00	\$	\$	\$ 526	For transporting youth, and coordinating projects
		\$	\$	\$	\$	
		\$	\$	\$	\$	
CONTRACTED SERVICES (Work crews, equipment operators, etc. – include paid & donated/volunteer services)						
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
SUPPLIES/MATERIALS (Seed, fencing, pipes, gravel, logs, plants, film, etc.)						
Supervisor Workshop supplies and food		\$	\$	\$	\$ 66	PP&R staff who will work with teens meet to learn about the goals of their program, techniques when working with teens, and select their intern(s) from resumes.
Resume writing workshops	3	\$ 60.00	\$	\$	\$ 180	Teens attend one or more workshop to craft their resume and write their cover letters.
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
EQUIPMENT (Purchase, rental or use of equipment for the project)						
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
PRE-IMPLEMENTATION (Design, permits, inspection)						
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
Subtotal						
			\$ -	\$ 59,920	\$ 20,000	
Indirect/administrative costs						
Project Total			\$ -	\$ 59,920	\$ 20,000	\$ 79,920

EXHIBIT D
Request for Release of Funds
East Multnomah Soil & Water Conservation District

186407

PIC (Partners in Conservation program)
Projects & Cost Share Fund

Partner/Cooperator Name: City of Portland Parks and Recreation

Partner's Fiscal Agent (if applicable): _____

Project Name: GRUNT Eco Internships Project No: 13-025

All Requests must be accompanied by:

- Expense tracking spreadsheet (provided by EMSWCD for your Project)
- Copies of all receipts or invoices for which you are requesting reimbursement
- Record of in-kind contributions, including the number of hours donated as labor
- IRS W-9 form (if it hasn't already been submitted to EMSWCD)

Funds are disbursed on a reimbursement basis only. If your Project involves more than one phase, conservation practice, or product, you may request reimbursement as phases, practices, or products are completed. This form is for requesting reimbursement of EMSWCD-funded expenses only. (Please document all expenses and "match" on the expense spreadsheet provided to you by EMSWCD.)

PROJECT EXPENSES Fill in expense categories (PIC) as they appear on the expense spreadsheet provided to you by EMSWCD	TOTAL OF PREVIOUS REQUESTS	THIS REQUEST	TOTAL OF ALL REQUESTS
Project Management	\$	\$	\$ -
Travel: Mileage, Meetings	\$	\$	\$ -
Contracted Services	\$	\$	\$ -
Supplies/Materials	\$	\$	\$ -
Equipment	\$	\$	\$ -
Pre-Implementation	\$	\$	\$ -
Indirect/Administrative	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
TOTAL	\$ -	\$ -	\$ -

I declare, to the best of my knowledge, that this statement is true, correct, and complete.

Partner/Cooperator Signature: _____

Date: _____

Or Fiscal Agent Signature: _____

Date: _____

Send this form and documentation to:

Laurel MacMillan, Grants Specialist
East Multnomah SWCD
5211 N Williams Ave.
Portland, OR 97217
503-222-7645 x 117

186407

East Multnomah SWCD Partners in Conservation Program Expenses Tracking Sheet

Project #: 13-025

Project Name: GRUNT Eco Internships

Date of Report: _____

Expenses Through (Date): _____

[illegible]