

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, 2015, and shall expire, unless otherwise terminated or extended, on June 30, 2016.

The Grantee agrees to perform the actions and/or spend grant funds as described in PROJECT SCOPE. In return, City agrees to provide Grant Funds of up to \$73,000. Grantee agrees to perform the actions and/or spend grant funds in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

The Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below. In return, City agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by City and Grantee. 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 non owned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required X or Waived by BES:

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Certificates of insurance. As evidence of the insurance coverages required by this agreement, Grantee shall furnish acceptable insurance certificates to the City at the time Grantee returns the signed agreement. The certificate will specify all of the parties who are Additional Insured, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City, and shall provide that coverage applies to claims between insureds on the policy.

11. Project 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: Matt Burlin/Amin Wahab
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: 503-823-7863/503-823-7895
 Email: Matt.burlin@portlandoregon.gov
Amin.wahab@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

12. Counterparts; Electronic Means

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The parties agree that City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:

SOUTHWEST NEIGHBORHOODS INC. (SWNI)

BY: _____
 Sylvia Bogert, Executive Director

Date: _____

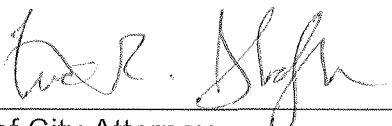
Contract No.: _____

Contract Title: Watershed Education, Outreach and Community Involvement**CITY OF PORTLAND SIGNATURES:**By: _____ Date: _____
Bureau DirectorBy: n/a Date: _____
Chief Procurement OfficerBy: n/a Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By:  Date: 5/6/15
Office of City Attorney

PROJECT SCOPE

PROJECT MANAGEMENT: Leverage funding and in-kind matches of volunteer time and resources to implement stormwater management, erosion control, and vegetation management projects.

Stormwater workshop series: Direct the work of project contractors, assist with delivery of educational workshop series for landowners to reduce barriers to stormwater project design, implementation and maintenance on challenging sites (those with steep slopes, poorly infiltrating soils, and/or lacking an approvable stormwater discharge point). Recruit 3 landowners as demonstration project hosts for the series.

Area served: Willamette (workshops open to all)

Partners: West Multnomah Soil & Water Conservation District, Green Girl Land Development Services, Stamberger Outreach Consulting

Funding Leveraged: \$14,000 total project and coordination funding, West Multnomah Soil & Water Conservation District (pending)

West Willamette Corridor Enhancement Project: Encourage stewardship activities among private landowners in headwaters areas, adjacent to the 340 acres of natural area identified for invasive plant control and tree canopy protection in the habitat corridor. Support project development and implementation for select landowners.

Area served: Willamette

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

Funding Leveraged: \$9,430 (West Multnomah Soil & Water Conservation District, secured)

April Hill Park Wetland Protection and Enhancement Project: Assist PP&R and Friends group with capital project completion and wetland-focused events.

Area served: Fanno

Partners: Friends of April Hill Park, Maplewood Neighborhood Association, Portland Parks & Recreation

Funding Leveraged: \$83,059, Metro Nature in Neighborhoods Capital Grant Program (secured)

Stephens Creek Community Stormwater Projects: Provide native plant material; continue to support design, phasing, funding, implementation and maintenance of stormwater management projects, including: Rieke Elementary stormwater swale maintenance, Hillsdale Community Church invasive plant removal and stormwater management, and Greater Portland Bible Church native plant landscaping.

Area served: Willamette

Funding Leveraged: TBD

Sunstone Montessori School Parking Lot Depave and Naturescaping:

Finalize and report on first phase implementation to remove underused impervious surface areas and increase native plant landscaping.

Area served: Willamette

Partners: West Multnomah Soil & Water Conservation District

Funding Leveraged: School will fundraise and apply for grants

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

Restoration Capacity Building:

African Youth and Community Organization: Continue to develop capacity and leadership among AYCO immigrant & refugee families for watershed restoration. Look for opportunities for program to assist with neighborhood projects and develop/implement project in conjunction with Jackson Middle School creek daylighting project.

Area Served: Fanno, Willamette and Tryon

Stephens Creek Stormwater System Plan Phase I: Continue to serve on Community Working Group for SSSP elements until work is concluded. see below

Area Served: Willamette

Private Property Stormwater Retrofits: Identify opportunities and approach landowners for stormwater management projects on private property.

Area served: Willamette

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

Area Served: Fanno and Willamette

Stewardship Project Development:

Southwest Hills Residential League: support stewardship agreement for public right-of-way invasive removal and native planting, in coordination with neighborhood association and PBOT.

Area Served: Willamette

Other SW Portland Friends groups and referred community stewardship projects: assist as need and time permits.

Participate in regional partnerships to optimize WRC resources and offerings:

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

Area Served: Willamette

4-County Cooperative Weed Management Area: provide landowners with best practices for invasive plant control.

Area Served: All

Conservation Educators Northwest: participate in regional coalition to improve equity in community programs and services.

Area Served: All

The Intertwine: participate as member of SWNI Equity & Inclusion Action Team in regional equity planning cohort. Produce and submit report to BES on planning recommendations to include elements related to the SW Watershed Resource Center.

Area Served: All

OUTREACH AND ENGAGEMENT: Recruit and involve SW 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 5 events including workshops such as Urban Watershed Mentors, speaking engagements and presentations to neighborhood associations and communities of faith, watershed tours, and neighborhood events.
- Disseminate watershed information via 10 e-newsletters (250 recipients), 12 SWNI newspaper columns on stewardship events (10,000 households), weekly social networking updates (300 contacts), website updates and case studies (1,000 hits annually), project brochures, and event flyers.
- Maintain tools and equipment for check-out by community organizations and landowners (20 per year).
- Respond to public requests for watershed technical information and referrals.

PROGRAM ADMINISTRATION:

- Submit monthly report with monthly invoice.
- Track program outcomes including number of projects, events and people served, funding applied for and received, plants installed, invasive plant area removed, and runoff reduced.
- Supervise interns, volunteers and temporary staff positions funded by outside grants to support WRC projects.
- Explore and discuss potential grant opportunities to leverage grant funds with BES.
- Submit grant proposals for outside partnership funds to BES for approval, prior to submittal.
- Submit work plans for temporary staff positions or contractors funded through partners to BES for approval prior to advertising.
- Submit annual WRC report and narrative for City of Portland NPDES MS4 Compliance Report, documenting outcomes and success stories.
- Prepare work plan and quarterly project status updates.

- SWNI will explore best way to involve community leaders in the work of the SW Watershed Resource Center and recommend a program structure for this involvement.

BUDGET

BES SWNI Southwest Watershed Grant FY 2015-2016

Activity/ Expense	BES Funds	SWNI Matching Funds	Grant Funds Leveraged for FY 15-16	Comments	Totals
Personnel					
Full-time Employee(36hrs/wk-BES)	\$56,211			Includes wages, taxes, benefits, 2% Simple IRA)	\$56,211
Materials & Services					
Project supplies, materials, and professional services	\$5,150		\$9,180 WM-WCD Partnership funds, \$1,400 ORWATCO, \$8,573 WM-FISH Hamilton/TenWolger	Plants, erosion control blankets, restoration tools, office supplies, workparty refreshments, contractors	\$24,303
Local Travel	\$350				\$350
Office Space Rent		\$2,540		.25 of SWNI office space, \$200 mo	\$2,540
Meeting Room Space for Open House, Meetings		\$200		11 hours of meeting space at \$18.00 per hour	\$200
Storage of WRC equipment and supplies		\$480		.33 of Barbur Storage \$40/mo	\$480
Electronic Communication (Rifles E-News)		\$260		Annual Subscription to Constant Contact	\$260
Copy Machine/Scanner/Fax		\$1,000		CIT Lease = .20 of copier, \$84 mo	\$1,000
Education/Training		\$100		SWNI Board offers \$100 per employee per year	\$100
Regular full page in monthly newspaper		\$7,200		Full page value = \$600 per month	\$7,200
Two 4-Page BES inserts in SWNI newspaper	\$4,800			8-Full pages x \$600 per page = \$4,800	\$4,800
Insurance (liability insurance)		\$3,600		Liability insurance required by City of Portland	\$3,600
Supervision	\$1,489	\$3,511		SWNI Executive Director, staff supervision, grant management, coordination of open house event	\$5,000
Administrative Fees	\$5,000		\$857.00 WM-T, \$920.00 WM-P.	Fiscal management and grant management	\$6,777
Total Materials and Services	\$16,789	\$18,891	\$20,930.00		\$56,610
Volunteer Labor		\$118,492		Estimated 5,550+ volunteer hours @ 21.35 per hr	\$118,492
Total for Grant Budget	\$73,000	\$137,383	\$20,930		\$231,313