## 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 Becky Tillson. This agreement shall become effective on July 1, 2016, and shall expire, unless otherwise terminated or extended, on June 30, 2017.

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. 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) <u>Claims for Professional Liability</u>. 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 Walved 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.

Waived by BES:

or

Required X

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

#### 11. Project Scope

Southwest Watershed Resource Center Manager Work Plan Fiscal Year 2016-17

**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 4-part 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 for WRC landowner project component, West Multnomah Soil & Water Conservation District

April Hill Park Wetland Protection and Enhancement Project: Assist PP&R and Friends group with capital project completion, student involvement, ribbon cutting event and other wetland-focused events throughout the year. *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)

<u>Community Stormwater Projects</u>: Provide native plant material; continue to support design, phasing, funding, implementation and maintenance of stormwater management projects, including: Slavin Court Home Forward site and Greater Portland Bible Church native plant landscaping. *Area served*: Willamette *Funding Leveraged*: TBD

<u>Sunstone Montessori School Naturescaping</u>: Assist with second phase implementation to increase native plant landscaping. *Area served*: Willamette

Partners: Wisdom of the Elders

Funding Leveraged: \$3,092 from West Multnomah Soil & Water Conservation District

**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 parks, neighborhood projects and develop/implement project in conjunction with Jackson Middle School creek daylighting project. Area Served: Fanno, Willamette and Tryon

<u>Private Property Stormwater Retrofits</u>: Identify opportunities for stormwater management projects on private property in Stephens Creek Canyon and other sites as landowner interest, time and resources permit. *Area served*: Willamette

Respond to other landowner and faith community project requests as time allows. *Area Served*: Fanno and Willamette

#### Stewardship Project Development:

<u>Southwest Hills Residential League</u>: continue to support implementation of 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

<u>Conservation Educators Northwest</u>: participate in regional coalition to improve equity in community programs and services. *Area Served:* All

**Equity & Inclusion**: participate as member of SWNI Equity & Inclusion Action Team in development of policy, action plan and events. 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 such as workshops, 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, and runoff reduced.
- Supervise interns, volunteers and temporary staff positions funded by outside grants to support WRC projects.
- 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.

Activity/ Expense	BES Funds	SWNI Matching Funds	Grant Funds Leveraged for FY 15-16	Totals	
Personnel					
Full-time Employee	\$ 57,897.00		,	\$ 57,897.00	
Materials & Services					
Project supplies, materials, equipment and professional services	\$ 5,264.00		\$9,180 WMSWCD Partnership funds; \$5,658 WM-FISH	\$ 20,102.00	
Local Travel	\$ 350.00		The state of the s	\$ 350.00	
Office Space Rent		\$ 2,760.00		\$ 2,760.00	
Meeting Room Space for Open House, Meetings		\$ 200.00	. 8	\$ 200.00	
Storage of WRC equipment and supplies		\$ 480.00	`	\$ 480.00	
Electronic Communication (Riffles E-News)		\$ 260.00		\$ 260.00	
Copy Machine/Scanner/Fax		\$ 1,000.00		\$ 1,000.00	
Education/Training		\$ 100.00		\$ 100.00	
Regular full page in monthly newspaper		\$ 7,200.00	,	\$ 7,200.00	
Two 4-Page BES inserts in SWNI newspaper	\$ 2,400.00			\$ 2,400.00	
Phone	\$ 600.00	24		\$ 600.00	
Insurance (liability insurance)		\$ 3,600.00		\$ 3,600.00	
Supervision	\$ 1,489.00	\$ 3,511.00		\$ 5,000.00	
Administrative Fees	\$ 5,000.00		\$628.66 WM-T, \$920.00 WM-P.	\$ 6,548.66	
Total Materials and Services	\$ 15,103.00	\$ 19,111.00	\$16,386.66	\$ 50,600.66	
Volunteer Labor		\$ 119,026.25		\$ 119,026.25	
Total for Grant Budget	\$ 73,000.00	\$138,137.25	\$ 16,386.66	\$ 227,523.91	

#### 12. Project Representatives

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

#### BES

#### **GRANTEE**

Name: Becky Tillson / Jennifer Devlin

Name:

Sylvia Bogert,

SW Neighborhoods Inc.

Address: 1120 SW Fifth Ave., Suite 1000

Address:

7688 SW Capitol Hwy

Portland, OR 97204

Portland, OR 97204

Phone:

503-823-7097 /503-823-6182

Phone:

503-823-4592

Email:

Becky.Tillson@portlandoregon.gov Email:

sylvia@swni.org

Jennifer.devlin@portlandoregon.gov

#### 13. Counterparts; Electronic Means

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

#### **GRANTEE SIGNATURES:**

SOUTHWEST NEIGHBORHOODS INC. (SWNI)

BY

Sam Pearson, Board President

Date: 1 2016

Contract No.:	4
Contract Title: Watershed Education, Outreach an	nd Community Involvement
CITY OF PORTLAND SIGNATURES:	
By:  Bureau Director 92 pm gmb	Date:
By: n/a Chief Procurement Officer	Date:
By: n/a Elected Official	Date:
Approved:	
By: Office of City Auditor	Date:
Approved as to Form:  Approved as to Form:	
By: Office of City Attorney ATTORNEY	Date: 66/16



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS, NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy ertificate holder in lieu of such endor				endorse	ement. A sta	itement on ti	nis certificate does	not confer r	ights to the
PRODUCER					CONTACT Kim Hutchinson					
JD.	JD Fulwiler & Co. Insurance, Inc.					PHONE (FOR) DOOR DOOF				
	5727 SW Macadam Ave					(A/C, No. Ext): (503) 293-8325 (A/C, No): (503) 293-5418 E-MAIL ADDRESS: khutchinson@jdfulwiler.com				
PO Box 69508										1110 #
Portland OR 97239				INSURER(S) AFFORDING COVERAGE INSURER A:Philadelphia Insurance Co					NAIC#	
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	thwest Neighborhoods, Inc				INSURI					
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	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
*	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	"'^	^					E.L. DISEASE - EA EMPLO	OYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LI	IMIT \$	
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Bureau of Environmental Services					ACC	OKDANCE WIT	H THE POLIC	Y PROVISIONS.		
1120 SW 5th Ave Room 1000					AUTHOR	ZED REPRESEN	TATIVE			
	Portland, OR 97204									
Kim Hutchinson/KIMH KIN Hutchinson					war					
	© 1988-2014 ACORD CORPORATION. All rights reserved									

#### **Additional Named Insureds**

Other Named Insureds	
Arnold Creek Neighborhood Association	Extending Groups
Ashcreek Neighborhood Association	Extending Groups
Bridlemile Neighborhood Association	Extending Groups
Collins View Neighborhood Association	Extending Groups
Crestwood Neighborhood Association	Extending Groups
Far Southwest Neighborhood Association	Extending Groups
Hayhurst Neighborhood Association	Extending Groups
Hillsdale Neighborhood Association	Extending Groups
Homestead Neighborhood Association	Extending Groups
Maplewood Neighborhood Association	Extending Groups
Markham Neighborhood Association	Extending Groups
Marshall Park Neighborholld Association	Extending Groups
Multnomah Neighborhood Association	Extending Groups
South Burlingame Neighborhood Association	Extending Groups
South Portland Neighborhood Association	Extending Groups
Southwest Hills Residental League	Extending Groups
West Portland Park Neighborhood Association	Extending Groups
*	

POLICY NUMBER: PHPK1500393

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured	Person(s) Or O	rganization(s):		i.		f.
City of Portland						
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Information required to comple	ete this Schedule	e, if not shown above	e, will be shown	in the Declara	ations.	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

APPROVED AS TO FORM

CITY ATTORNEY

# 187888

### **Oregon Workers' Compensation** Certificate of Insurance



#### Certificate holder:

**ENVIRONMENTAL SERVICES** CITY OF PORTLAND 1120 SW FIFTH AVE., ROOM 100 PORTLAND, OR 97204

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

#### Insured

Southwest Neighborhoods Inc 7688 SW Capitol Hwy Portland, OR 97219-2457

#### Producer/contact

SAIF Corporation Portland Service Center 971.242.5001 servic@saif.com

Issued

06/01/2016

Policy

403898

Period

01/01/2016 to 01/01/2017

Limits of liability

Bodily Injury by Accident Bodily Injury by Disease

Body Injury by Disease

\$500,000 each accident

\$500,000 each employee \$500,000 policy limit

#### Description of operations/locations/special items

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Kerry Barnett

President and CEO

APPROVED AS TO FORM

CITY ATTORNEY