

WATERSHED GRANT AGREEMENT
City of Portland Bureau of Environmental Services

Agreement No.: _____

This grant agreement is between the City of Portland ("City") and Southwest Neighborhoods, Inc. ("Grantee") for education, outreach and community involvement for watershed projects in Fanno, Tryon, and Willamette watersheds. City's Project Manager is Jennifer Devlin. This agreement shall become effective on July 1, 2011 and shall expire, unless otherwise terminated or extended, on June 30, 2013.

Grantee agrees to perform the work described in the SCOPE OF WORK. In return, City agrees to provide Grant Funds up to a total of \$73,000 per year for two years, not to exceed \$146,000 total. Grantee agrees to perform the work in accordance with the terms and conditions of this agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

Grantee agrees to perform the work described in SCOPE OF WORK 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. All work must be completed and funds must be expended prior to the expiration date of this agreement.

2. Billing and Payment Procedure

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 to 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.

3. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of City. Notwithstanding City approval of a subgrantee or subcontractor, Grantee shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

4. Work Product and Record

All work 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 Grantee produces in connection with this agreement. On completion or termination of the agreement, Grantee shall deliver a copy of these materials to the City Project Manager with the final report.

5a. Indemnity - 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.

5b. Indemnity - 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.

6. Governing Law and Venue

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.

7. 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. Grantee shall attach a certificate of insurance to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. If Grantee qualifies as a non-subject employer, Grantee shall complete and sign the Independent Contractor Certification Statement attached to this agreement as Exhibit A. The signed statement shall be maintained with this agreement as proof of that certification.

8. 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 insureds but only with respect to the services provided under this grant agreement, 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 Auditor, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and 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 City. Grantee shall have all participants sign the Liability Waiver provided by City.

SCOPE OF WORK**Scope of Work for FY 2011-12.**

Scope of Work for FY 2012-2013 will be developed in 2012.

SWNI Program Manager Staff, Outreach for Watersheds Projects**a. General Outreach**

- Maintain public involvement stakeholder contacts: business property owners, tenants associations, neighborhood associations, business associations, media representatives and other stakeholder organizations.
- 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.

- Publicize watershed projects and open houses in two SWNI newsletters and calendars (distribution to 10,000 households in SW Portland).
- 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.
- Host public meetings as needed for BES capital projects. Provide advertising, recruitment, meeting space.
- Provide information about environmental zoning and stormwater management for residents on local land use reviews.
- Provide other public outreach support that BES may deem necessary in place of, or in addition to, tasks listed above.
- Attend the Fanno/Tryon team meeting monthly for project updates.
- Submit annual report for all activities.

b. Project Specific Outreach for July 1, 2011 through December 30, 2011

- SW Stephenson and Hamilton Street Drainage Improvements - Newsletter article. Host and facilitate public meeting if necessary
- Street Drainage Analysis Project - Host Open house or publish information in newsletter
- Multnomah Village Business Core Green street - Co-coordinate with MVBA, host open houses, coordinate with BES Communications and Watershed Services Divisions
- Multnomah Center Parking Lot - Host open house and serve as a liaison between project team and Montessori School tenants.
- Assist in development of PI plan for new projects I-5 at SW 26th, Spring Garden Park Daylighting, and other. Coordinate citizen involvement activities for Spring Garden Daylighting.

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

a. 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.

b. 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 develops 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, TCWC Mentors and the Backyard Habitat Certification Program to target outreach and restoration efforts to residents in environmental zones and adjacent to natural areas, such as the Greater Portland Bible Church, Capitol Hill Elementary School Stormwater Project and Vermont Creek landowners.
- Support SW watershed stewardship groups by providing technical assistance, grant writing, training, organizational development, & occasional work party support to stewardship groups. 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, support the Greater Portland Bible Church parking lot stormwater improvements and other greening projects, SW Texas Street neighbors to become Green Street Stewards, Capitol Hill Elementary School Stormwater projects, 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 Family Fun Nights,

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 and beyond 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.

Estimated Budget for 2011/12

	WSES000009 Fanno/Tryon	WSES000006 Willamette	WSES000007 Stewardship	
SWNI Staff Pro Manager	\$7,000.00			
SWNI Staff Resource Center (for Willamette 16 hrs)		\$15,766.40		
SWNI Staff Resource Center (for Fanno/Tryon 20 hrs)			\$19,708.00	
Benefits Staff Res. Center		\$3,941.60	\$4,927.00	
SWNI Staff Supervision	\$2,500.00		\$2,500.00	
SWNI Staff Administration	\$1,500.00	\$3,000.00	\$547.44	
Mileage	\$600.00	\$292.00		
Materials and supplies	\$1,300.00		\$317.66	
Computers	\$500.00			
Training	\$600.00			
Newsletter insert 4 page, twice annually	\$6,000.00	\$2,000.00		
	\$20,000.00	\$25,000.00	\$28,000.00	\$73,000.00

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
Sylvia Bogert, Executive Director

Date: 5-25-11

Contract No.: _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director *Ja KW PR QMBWH*

By: _____ Date: _____
n/a
Chief Procurement Officer

By: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: *5/23/11*
Eric R. Shaffer
Office of City Attorney

805181

WATERSHED GRANT AGREEMENT EXHIBIT A

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT FOR GRANTEES WITHOUT COMMERCIAL WORKERS COMPENSATION INSURANCE

SECTION A

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION B

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Grantee Signature

Date