



# **Airport Community Ecology (ACE) Fund Small Matching Grants Program Submittal Requirements**

## **INVITATION FOR GRANT REQUEST**

**Deadline for Submission:**

**12:00 Noon, Friday, September 01, 2017**

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## **I. ACE FUND SMALL MATCHING GRANTS PROGRAM**

The Port is inviting community organizations, chambers of commerce, service organizations, community, youth or athletic associations or other associations to submit grant requests.

On Nov. 22, 2016, the Port of Seattle Commission created the Airport Community Ecology (ACE) Fund to support projects and programs that make ecological and environmental improvements in the cities of SeaTac, Burien, and Des Moines. The creation of the ACE Fund aligns with the Port's Century Agenda commitment to steward our environment responsibly, partner with surrounding communities, and promote social responsibility.

The "ACE Fund Small Matching Grants Program" will distribute a total of \$550,000 in small grants over the course of three years (2017-2020). During the first distribution phase, individual award amounts will not exceed \$10,000. Subsequent phases will be conducted in Spring 2018 and Summer 2018.

## **II. ELIGIBILITY CRITERIA:**

### **A. According to state law:**

1. Community organizations, chambers of commerce, service organizations, community, youth or athletic associations or other associations may apply. A fiscal sponsor identifying as one of these types of organizations may support an application.
2. Public agencies and municipalities are not eligible for funding.
3. All projects must take place on public property with appropriate City jurisdiction approval/ or permit.
4. Projects on any private property are not eligible.
5. All projects must demonstrate a 3:1 match of donated or in-kind investment by the applicant.
6. Amount request may not exceed \$10,000.
7. All projects must be completed by December 31, 2018.

The Port of Seattle is limited in its ability to utilize public resources for specific community projects. In accordance with state law RCW 35.21.278 each project must demonstrate a 3 (project) to 1 (Port) match for Port funds awarded (3:1 match). For every dollar requested through the grant fund, three dollars of a match must be provided by the applicant. Applicant contributions are typically volunteer hours, donated materials, supplies, and/or professional services. Your project may incorporate any of the following match items (see Reference #1 Submittal Checklist and Reference List for more details):

1. Match option 1: Volunteer hours contributed
2. Match option 2: In-kind donations (eg: professional services, advertising, materials, equipment, rentals, supplies, food, and beverages)
3. Match option 3: Cash donations or other grants secured in support of this project

4. Match option 4: Tree benefits calculation
5. Match option 5: Attendees of public education events or related project activities. Volunteer hours contributed
6. Match option 6: Greenhouse gas reductions and social cost of carbon
7. Match option 7: Project partners' in-kind donations (staff time, advertising, materials, etc)
8. Match option 8: Contact hours - Amount of time project "makes contact" with a target audience through connecting with the community to show depth of engagement. Volunteer hours contributed

**III. ACE FUND PRE-SUBMITTAL CONFERENCE**

Applicants are encouraged to attend a pre-submittal information sessions. This will be an opportunity to discuss the submittal process and requirements.

Burien Library	July 27, 2017 5:30 p.m. – 7:00 p.m.
Valley View Library	August 01, 2017 5:30 p.m. – 7:00 p.m.
Des Moines Library	August 07, 2017 5:30 p.m. – 7:00 p.m.

**Questions**

Email questions requesting clarification or further information to: [EcologyFund@portseattle.org](mailto:EcologyFund@portseattle.org) inbox

If you have questions, contact [EcologyFund@portseattle.org](mailto:EcologyFund@portseattle.org), questions posed by end of day Wednesday will be answered the following Friday on the Port PRMS website: <https://hosting.portseattle.org/prms/> and via email.

**IV. GRANT SCHEDULE:**

<b>TIMELINE – FALL 2017 GRANTS PERIOD</b>	
<b>Invitation for Grant Request</b>	<b>July 10, 2017</b>
<b>Submittal Due</b>	<b>September 01, 2017 - 12:00 Noon</b>
<b>Submittal Clarifications Phone or In-Person Meetings</b>	<b>September 19 – 22, 2017</b>
<b>Issue Addendum for Revised Submittals</b>	<b>September 22, 2017</b>
<b>Revised Grant Submittals Due</b>	<b>September 27, 2017</b>
<b>Notification Award</b>	<b>October 24, 2017</b>
<b>Execute Agreement</b>	<b>Week of November 07, 2017</b>

**V. SUBMISSION REQUIREMENTS:**

Deadline for Fall 2017 Grants Period is 12:00 Noon, Friday, September 01, 2017.  
Late Submittals will not be considered eligible for funding.

- A. The Port is requiring electronic submittals for this grant. Hard copy submittals will not be accepted.
- B. Submittals must be delivered through e-mail to [e-submittals-sa@portseattle.org](mailto:e-submittals-sa@portseattle.org). It is the responsibility of the Applicant to ensure timely delivery of submittals.
  - 1. The e-mail submittal shall include the ACE Grant Fund title, due date and time in the subject line of the submittal e-mail.
  - 2. The Port's e-mail server will not accept files larger than 10MB or compressed zip files. If a file is larger than 10 MB, a Submittal must be sent in multiple emails. Each email must clearly label: email 1 of 3, email 2 of 3, email 3 of 3.
  - 3. The Port will use the time stamp on the submittal e-mail to determine timeliness.
  - 4. Applicants are responsible for ensuring timely delivery of submittals.
  - 5. The Port is not responsible for applicant's technical difficulties in submitting electronically.
  - 6. Late submittals will not be evaluated.

**VI. OVERVIEW OF GRANT AWARD PROCESS**

**A. General Information**

- 1. Compliance with Legal Requirements.
  - a. The selection of these grant awards will be in accordance with applicable federal, state, and local laws, and Port policies and procedures. The Port of Seattle reserves the right to reject any and all submittals.
  - b. The Port of Seattle will evaluate the submittals in accordance with the provisions set forth herein. If the Port makes a selection, it will select the Applicant it determines to be the most highly qualified on the basis of its evaluation.
- 2. Addenda. All changes shall be documented via addenda. Applicants are advised to not rely on verbal information or direction. All addenda will be publicly posted in <https://hosting.portseattle.org/prms/>
- 3. Minor Informalities & Cancellation. The Port reserves the right to waive any minor irregularity and/or reject any and all submittals and cancel this grant.
- 4. Costs borne by Applicants. All costs incurred in the preparation of a submittal and participation in this grant fund selection by the applicants.
- 5. Public Disclosure. Submittals shall become property of the Port and considered public documents under applicable Washington State laws. All documentation provided to the Port may be subject to disclosure in accordance with Washington State public disclosure laws.

6. Contract Terms & Insurance. A copy of the Port's Small Matching Grant Agreement is contained in Attachment C.
7. City governments will need to be engaged in any project concerning permitting and approval from City Council. Permits will be required for any kind of work in the Right-of-Way, Parks or any City owned property. Each city has a permit center. It is strongly encouraged you contact the city to better understand the permit required and cost/time required, and reach out to a representative to inform them about your proposal. Please inform any relevant city representative about your project proposal before the submission deadline:

City	Website / E-Mail	Or Call
SeaTac*	<a href="http://www.ci.seatac.wa.us/?navid=354">http://www.ci.seatac.wa.us/?navid=354</a>	(206) 973-4750
Burien	<a href="http://burienwa.gov/index.aspx?NID=145">http://burienwa.gov/index.aspx?NID=145</a>	(206) 248-5510
Des Moines	<a href="mailto:scezar@desmoineswa.gov">scezar@desmoineswa.gov</a>	Susan Cezar (206) 870-6725

\*SeaTac Permit Center is open for drop-ins Monday through Friday, 8:30am – 5:00pm.

## VII. SELECTION PROCESS

### A. Submittal Evaluation

1. Submittals will be evaluated in accordance with the criteria established in this solicitation. The result of the evaluation will be a comparative ranking of applicants grant request. The evaluation will be given the following relative weights:
  - a. Proposal            100 Points
  - b. Total                 100 Points
2. The Port may seek clarifications and/or ask for additional information or a revised submittals. Responses to such requests may be considered in evaluating the submittals.

### B. Discussion

1. The Port, at its option, may elect to conduct discussions regarding the technical submittals. During discussions, the Port will identify any material weaknesses and have an opportunity to ask questions about the submittals. The parties may discuss the rationale for various budget items and gain further understanding of the applicant's submittal. This will be an informal conversation and will not be scored.
  - a. Based on the information acquired during the discussion, the Port may issue an addendum requesting a Revised Submittal.
  - b. The applicant may have the opportunity to revise its submittal in response to the additional information provided by the Port. The applicant shall submit the information detailed in the addendum and by the date specified.

C. Selection

1. Award will be made to the applicant whose submittal that provides the ecological and environmental benefits. Evaluation points are a tool to use in making a best value determination, but not exclusive analysis.

D. Notice of Selection

1. The Port shall issue a Notice of Award to the applicant selected for award
2. If the Port is unable to finalize an agreement with the preferred applicant, the Port may either enter into negotiations and contract with the next ranked firm or cancel the award

**VII. EVALUATION CRITERIA and SUBMITTAL INFORMATION**

All criteria are important, however, and applicants should provide equal attention to thoroughly responding to each criterion. In responding to the evaluation criteria, submittals should be organized so that the applicant's qualifications are clearly illustrated in each of the categories, using the submittal requirements for each criterion.

**A. Project Scope, Impact and Feasibility – 50 Points**

The ACE Evaluation team will evaluate the project's feasibility and capacity, community impact, and ability to provide the scope of work. Greater consideration will be given to projects that demonstrate the highest potential impact on environmental and ecological attributes in SeaTac, Burien, and or Des Moines.

Submittal Requirements:

1. Describe in 1000 words or less how the project will positively impact environmental and or ecological attributes in SeaTac, Burien, and or Des Moines. Define how success will be measured.
2. Clearly state the project objectives and deliverables defining how they will be measured either quantitatively or qualitatively.
3. Provide a budget and implementation plan.
4. Demonstrate how the project's plan for 3:1 match is achievable. Provide a project completion report as an attachment.
5. Define the short-term and long-term benefits to the community and how they will be measured.

**B. Community Collaboration – 30 Points**

The ACE Evaluation team will evaluate the project's approach toward achieving community collaboration. Applicants shall demonstrate a thorough understanding of community diversity and challenges.

Submittal Requirements:

1. Describe in 500 words or less how this project will leverage collaborative partnerships to accomplish its goals.

2. Clearly define who the project stakeholders are and how each will benefit from this project.
3. What organizations, institutions or individuals within the community have endorsed this project? Provide a list with contact information as an attachment.
4. Describe how, in your project outreach and planning, you are considering and integrating diverse stakeholders and the roles they will perform. (e.g. limited English speaking populations, refugees, low income, disabled individuals, Native communities, small business, and or veterans).

### **C. Project Sustainability – 20 Points**

The ACE Evaluation team will evaluate the how the project incorporates sustainable solutions while promoting environmental stewardship.

Submittal Requirements:

1. Describe in 500 words or less of how the project will support environmental stewardship and civic engagement in SeaTac, Burien, and or Des Moines.
2. Explain how project long-term sustainability and community benefit will be ensured along with the responsibility party and maintenance cost.

**Reference #1**  
**Submittal Checklist and Reference List**

**I. SUBMITTAL CHECKLIST AND REFERENCE LIST**

- Instructions: Reference only
- Resource list

Checklist: Reference only

- Grant Submittal Application: Required for Submission
- Budget Template and Applicant Match Commitment Form (see below):  
Required for Submission
- Letters of Support: 2 Optional for Submission
- Fiscal Sponsor Letter: Required if applicable.
- Attachments: Optional up to 2 single sided pages permitted.

**II. KEY DEFINITIONS and RESOURCE LIST**

**Environmental and ecological benefits:** Environmental and ecological benefits may include programs and projects that make improvements to the quality of life and livability of a community. Livability is the sum of the factors that add up to a community's quality of life—including the built and natural environments, economic prosperity, social stability and equity, educational opportunity, and cultural, entertainment and recreation possibilities. Ecological benefits include direct improvements to the natural world such as air and water and quality, wildlife and wildlands conservation, and greenhouse gas reductions. <http://www.livable.org/index.php>

**Green jobs:** Green Jobs are defined as jobs in businesses that produce goods or provide services that benefit the environment or conserve natural resources or jobs in which workers' duties involve making their establishment's production processes more environmentally friendly or use fewer natural resources. <https://www.bls.gov/green/>

**Healthy lifestyle:** Programs and projects that promote and or educate community members about healthy lifestyle choices such as good nutrition and diet, fitness and recreation, safety and public health, and civic engagement. <https://healthyforgood.heart.org/> and <http://civic-health-index.seattlecityclub.org/>

**Examples of projects may include, but not be limited to:** habitat restoration work parties, environmental education events, public amenity improvements (interpretive signage, public art), neighborhood clean-ups, landscape and stormwater infrastructure, community gardens, renewable energy investments, greenhouse gas



reduction awareness campaigns, environmental improvements to a public building, or strategic planning for environmental stewardship, or others.

**Additional Resources:**

Volunteer hours contributed:

<http://www.independentsector.org/resource/the-value-of-volunteer-time/>

Tree benefits calculation:

<http://www.treebenefits.com/calculator/index.cfm>

Greenhouse gas reductions and social cost of

carbon: [https://www.edf.org/sites/default/files/social\\_cost\\_of\\_greenhouse\\_gases\\_factsheet.pdf](https://www.edf.org/sites/default/files/social_cost_of_greenhouse_gases_factsheet.pdf)

**Attachment A - Work  
Grant Application Submittal**

**I. Organizational information**

**Applicant Information**

Organization Name	
Project Contact Person	
Contact Person Address	
City, State, Zip	
Phone Number	
Email Address	

If the applicant is not part of a non-profit, a Fiscal Sponsor is required for funding considerations. This Fiscal Sponsor will act as your project's funding channel if awarded. Example fiscal sponsors could be a Community Council, Rotary Club, or other registered non-profits. Please identify your Fiscal Sponsor below:

**Fiscal Sponsor Organization Information**

Federal Tax I.D. Number	
Fiscal Sponsor Organization Name	
Organization/Contact Email Address	
Fiscal Sponsor Address	
City, State, Zip	
Fiscal Sponsor Contact Name	
Fiscal Sponsor Contact Title	
Fiscal Sponsor Signer's Name	

Fiscal Sponsor Signer's Title	
Project Sponsor Signer's Name	
Project Sponsor Signer's Title	

**Funding Request:** This application requests the following amount from the ACE Fund Small Matching Grants Program (requests must not exceed \$10,000):

Amount requested	
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**Declaration:** I hereby certify that the information given in this application to the Port of Seattle is true and correct to the best of my knowledge.

Signature	
Print or type name and title	
Date	

**II. Project Overview**

Please identify the one *primary* priority area for the project you are proposing:

- Parks and greenspace improvements
- Green jobs training and opportunities
- Healthy lifestyle
- Climate change
- Habitat restoration and invasive weeds removal
- Stormwater and raingarden landscaping
- Environmental education
- Other, please specify:

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If your proposal addresses *additional* areas, please specify which below (check any that apply):

- Parks and greenspace improvements
- Habitat restoration and invasive weeds removal

- Green jobs training and opportunities
- Stormwater and raingarden landscaping
- Healthy lifestyle
- Environmental education
- Climate change
- Other, please specify:

Where will the project be located? Please check any that apply:

- City of SeaTac, WA
- City of Burien, WA
- City of Des Moines, WA
- If project impacts multiple cities, please provide additional information:

Attachment B  
Budget & Match Commitment

**I. Budget and Match Commitments**

All submittals must include the following tables indicating the project's proposed budget requests and demonstrate the applicant's ability to meet the match obligation.

<b>Project Budget</b>	<b>Dollar amount requested</b>	<b><i>Total Match Value Needed</i></b>
<b>Activity:</b>	\$ _____	= \$ _____
	\$ _____	= \$ _____
<b>Materials Costs (food, supplies, transportation)</b>	\$ _____	= \$ _____
<b>Permitting Fees</b>	\$ _____	= \$ _____
<b>TOTAL</b>	\$ _____	= \$ _____

<b>Applicant Match Commitments</b>	<b>Match Amount</b>	<b>Total Match Amount</b>
<b>Match option 1:</b> Volunteer hours (valued at \$30.04 per hour) <sup>1</sup>	_____ hours committed x \$30.04	\$ _____
<b>Match option 2:</b> In-kind value (eg: professional services, advertising, materials, equipment, rentals, supplies, food donated)	\$_____ over the course of one year	\$ _____
<b>Match option 3:</b> Cash donation or grant funds already raised towards project	\$_____ committed funds raised	\$ _____
<b>Match option 4:</b> Tree benefits calculation ( <a href="#">use this calculator</a> to estimate the value of trees) <sup>2</sup>	Planting _____ trees = \$_____ overall benefit per year	\$ _____

<sup>1</sup> The 2016 value of volunteer hours in Washington State is \$30.04. [Learn more here.](#)

<sup>2</sup> The National Tree Benefits Calculator uses data from the US Forest Service's Center for Urban Forest Research. [Learn more here.](#)

<b>Match option 5:</b> Attendees of public education events or related project activities (estimated ticket price for entry)	_____ hours committed x \$30.04	\$
<b>Match option 6:</b> Greenhouse gas reductions and social cost of carbon (\$41 per ton of carbon emissions reduced) <sup>3</sup>	_____ tons carbon reduced x \$41	\$
<b>Match option 7:</b> Project partners' in-kind donations (staff time, advertising, materials, etc)	\$_____ over the course of one year	\$
<b>Match option 8:</b> Contact hours - Amount of time project "makes contact" with a target audience through connecting with the community to show depth of engagement	_____ hours committed x \$30.04	
<b>TOTAL MATCHED</b>		\$

<sup>3</sup> The social cost of carbon is estimated at \$41 per ton of CO2 (in 2016 dollars). [Learn more here.](#)



## Attachment C

### Airport Community Ecology (ACE) Fund

#### Small Matching Grant Agreement

**THIS AGREEMENT**, between the Port of Seattle, a special purpose district, hereinafter referred to as the "Port," and, hereinafter referred to as "Grantee."

**WHEREAS**, the Port created the Airport Community Ecology (ACE) Fund to support projects and programs that improve ecological and environmental attributes in airport-area communities of Sea-Tac, Burien and Des Moines to support Des Moines Memorial Way, tree planting in communities, cooperation with environmental education programs in local schools, joint efforts with local non-profit organizations, and other community outreach activities; and

**WHEREAS**, the ecological and environmental improvements will occur in public land owned by the City of Sea-Tac, City of Burien, and City of Des Moines; and,

**WHEREAS**, RCW 35.21.278 permits public entities to reimburse a chamber of commerce, a service organization, a community, youth or athletic association, or other similar association located and providing service in the immediate neighborhood for drawing design plans, making improvements to a park, school playground, public square, or port habitat site, installing equipment or artworks, or providing maintenance services for a facility or facilities as a community or neighborhood project or environmental stewardship project, without regard to competitive bidding laws; and

**WHEREAS**, RCW 35.21.278 provides that the consideration to be received by the public entity through the value of the improvements, artworks, equipment, or maintenance shall have a minimum value of three times that of the payment by the public entity to the contracting organization; and

**WHEREAS**, the Grantee agrees to coordinate all things necessary to complete the Work (defined below) according to the terms and conditions outlined in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits set forth herein, the parties agree as follows:

1. **SCOPE OF WORK.** The Grantee shall perform the "Work" as outlined in Grantee's application, Attachment "A", incorporated herein by reference.
2. **COORDINATION WITH THE PORT.** Grantee shall coordinate with the Port before beginning the Work and throughout, to ensure that the Work to be performed meets all Port requirements. Grant funding is expressly contingent on such coordination.

3. GRANT FUNDING. Grantee funding is provided to reimburse those expenses proposed in Grantee's application that are approved and outlined in Attachment "B", incorporated herein by reference. The parties agree that, upon completion, the Work will have a value of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, equal to at least three (3) times the total Grant funds approved for reimbursement by the Port to Grantee and documented in Attachment B.
4. DISBURSEMENT OF GRANT FUNDS. Grantee shall present receipts and other documentation that clearly shows the amount spent by Grantee and the purpose of the expense, accompanied by a completed Grant Expense Form, as provided in Attachment "B".

Grant funds shall be used only for the Work approved in this Agreement for the Term of the Agreement. No grant funds shall be diverted to any other person or used for any other purpose.

5. COMPLETION OF WORK:. The Work shall be completed on or before the expiration of the Term of Agreement.
6. PROGRESS REPORTS TO PORT. The Grantee will submit any information requested by the Port regarding the Work to be accomplished under this Agreement by the 30<sup>th</sup> of each month; and a final report demonstrating completion of the Work.
7. EQUAL OPPORTUNITY TO PARTICIPATE IN VOLUNTEER ACTIVITIES. In all activities related to this Agreement, there shall be no unlawful discrimination by Grantee against any person based on any status protected by law, except where a disability prevents or substantially limits the performance of essential functions required to accomplish the work.
8. AGREEMENT REPRESENTATIVE/NOTICES: All communication and notices under this Agreement shall be addressed and delivered to:

GRANTEE	
Organization	
Address	
Telephone Number	
E-Mail	
Port Contact	
Project title	
Address	
E-Mail	



9. **RECORDS.** Grantee agrees to maintain in good condition all records related to its activities under this Agreement and shall make such records available to the Port upon request. Grantee shall retain such records for a period of not less than three (3) years after the expiration or termination of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six (6) years after the date of expiration or termination of this Agreement.

Grantee understands that records submitted to the Port are subject to the Washington Public Records Act under 42.56 RCW and may be disclosed to the public upon request.

10. **INDEMNIFICATION.** The Grantee hereby agrees to indemnify, defend and hold the Port of Seattle its officers, officials, and employees, harmless from all claims, suits, actions, liability, or damage of every kind and character arising out of or in any way to the performance of, activities under or related to this Agreement or the Work by Grantee or its volunteers. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11. **INSURANCE.** Commercial general liability insurance to protect against claims of bodily injury and property damage of at least one million dollars (\$1,000,000) is required to cover the activities, volunteers, and Work provided for in this Agreement. The Port shall be added as an additional insured by endorsement to this policy and a copy of the endorsement submitted along with a certificate of insurance prior to the Grantee's performance of any Work. It is the responsibility of the Grantee to ensure that any volunteers working for the Grantee are covered by either RCW Title 51 Industrial Insurance, or other equivalent insurance to provide coverage for medical claims incurred by volunteers working on behalf of Grantee. For any vehicles used in performing the Work, auto insurance in the minimum amount required by state law is also required.

12. **TERM OF AGREEMENT.** This Agreement shall begin on the date of the last authorizing signature affixed hereto and shall terminate one (1) year thereafter, or when terminated by the Port, whichever event occurs earlier.

13. **GRANTEE MUST COMPLY WITH ALL LAWS/REGULATIONS.** The Grantee shall comply with all applicable laws and regulations in performing the Work. This requirement extends to Grantee's performance of the Work, which shall be performed in accordance with all applicable laws and regulations, including the required permits and/ or approvals of the applicable local jurisdiction.

14. **ACCEPTANCE OF NONPERFORMANCE NOT A WAIVER.** The parties agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provision of the Agreement.

15. **VOLUNTEERS ARE NOT EMPLOYEES OF THE PORT.** Grantee and Grantee's volunteers understand that they are not employees of the Port and the Port is not obligated to pay employee wages, sick leave, vacation pay, or any other benefit of

employment. Notwithstanding, the Port will comply with the requirements of RCW 51.12.050. Grantee will require that its volunteers complete a Port of Seattle Volunteer Agreement form, and will provide it to the Port together with a list of Grantee's volunteers engaged each day in performing the Work.

16. DISPUTES. All disputes or controversies that arise between the parties with respect to the performance, obligations, or rights of the parties under this Agreement, or any alleged breach, shall first be brought to the attention of the other party in writing, with a proposal for resolution. The designated representatives under Paragraph 8 shall use their best efforts to resolve disputes between the parties. If the designated representatives are unable to resolve a dispute, then the matter shall be reviewed by the managing representatives of each party. The parties agree to exhaust each of their procedural steps before seeking to resolve disputes in a court of law or other forum.
17. AMENDMENT. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by an authorized representative of each party.
18. FULL FORCE AND EFFECT: SEVERABILITY. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with state law, the conflicting portion or provision shall be deemed inoperative and null and void, and shall be deemed modified to conform to legal requirements.
19. ASSIGNMENT. Grantee shall not transfer or assign, in whole or in part, this Agreement or any or all of its obligations and rights hereunder without the prior written consent of the Port.
20. TERMINATION. The Port may terminate this Agreement at any time if, in the Port's sole discretion, the Grantee fails to comply with any of the terms contained herein.
21. ENTIRE AGREEMENT: This Agreement, along with any attachments incorporated by reference (upon full execution), constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall bind either party, except a properly executed amendment to this Agreement.

PORT OF SEATTLE

Organization Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date