

**2022-2024 GRANT AGREEMENT  
BETWEEN**

**City of Camas (“City” or “Grantor”)**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**AND**

**Watershed Alliance of Southwest Washington (“Contractor” or “Grantee”)**

PO Box 177 – 803 Grand Blvd. A3  
Vancouver, Washington 98660

Contract Period:

Beginning: May 1, 2022  
Ending: December 31, 2024

Contract:

Budget Authority: **\$35,000**  
City Funding Source: Stormwater Fund

Program/Services Being Funded:

**ONGOING ENVIRONMENTAL RESTORATION,  
STEWARDSHIP, OUTREACH, SUSTAINABILITY AND  
RELATED SERVICES**

Grantee Contact	City Contact
<b>Sunrise O’Mahoney, Executive Director 360-852-9189</b>	<b>Steve Wall, Public Works Director 360-817-7899</b>
<a href="mailto:sunrise@thewatershedalliance.org">sunrise@thewatershedalliance.org</a>	<a href="mailto:swall@cityofcamas.us">swall@cityofcamas.us</a>

**City of Camas, a municipal corporation formed under the laws of the State of Washington and the Watershed Alliance of Southwest Washington (Contractor or Grantee) agree to the terms and conditions of the 2022-2024 Grant Agreement by signing below:**

**CITY OF CAMAS:**

**WATERSHED ALLIANCE OF  
SOUTHWEST WASHINGTON:**

\_\_\_\_\_  
Steven C. Hogan, Mayor Date

\_\_\_\_\_  
Sunrise O’Mahoney, Executive Director Date

**ATTEST:**

\_\_\_\_\_  
Bernie Bacon, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Shawn MacPherson, City Attorney

\_\_\_\_\_  
Date

DRAFT

**SPECIAL TERMS AND CONDITIONS**  
**STORM WATER DRAINAGE FUNDS DIRECT GRANT**

This is a Grant Agreement between the City of Camas (City) and the Vancouver Watersheds Council (DBA Watershed Alliance of Southwest Washington) (Grantee), a 501 (c)(3) non-profit organization, for planning, development and coordination of ongoing opportunities and programs that engage Camas citizens and businesses in stewardship, partnerships, education, outreach, and volunteer service. This contract is for a direct grant and is intended to fulfill, in part, the City's responsibilities and obligations under its State issued National Pollutant Discharge Elimination Stormwater (NPDES) Permit and to promote and enhance stewardship and community support for protecting and restoring the natural environment within Camas' watersheds. As the recipient for this grant the Watershed Alliance of Southwest Washington is required to annually accomplish the statement of work outlined in a following section. The statement of work and budget under this grant may be modified at the discretion of the City in agreement with the Watershed Alliance.

**I. APPLICABLE REGULATIONS**

The Grantee shall provide services in compliance with the Grant Agreement, City policies and procedures and any subsequent legislation and or amendments herein incorporated by reference, as well as with state laws and regulations.

**II. PERIOD OF PERFORMANCE**

This Grant Agreement covers the period identified on the Agreement Cover and Signature Page. The annual budget provided for herein is contingent on adoption of the City's biennial budget and may be amended and the tasks modified or terminated upon a 90 day notice if the budget is not approved or the City's priorities shift.

**III. RECORDS RETENTION**

The Grantee shall:

- A. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six (6) years from the end of this Grant Agreement.
- B. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Grant Agreement or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

**IV. DUPLICATION OF COSTS**

The Grantee certifies that work performed under this Grant Agreement does not duplicate any work to be charged against any other Grant Agreement, Statement of Work, or other source.

**V. PAYMENT PROCEDURES**

The City shall pay the Grantee an amount not to exceed that shown on the Agreement Cover and Signature Page for providing the services described in the Statement of Work, in accordance with the following provisions:

- A. The Grantee shall submit quarterly:
  - 1. An invoice that includes a budget detailing expenditures for the period of service and the Grant Agreement number;
- B. Request for Payment shall typically be submitted by the Grantee with quarterly reports as noted in the Statement of Work Section III Tasks/Outputs/ Deliverables and Appendix A.
- C. Payment to the Grantee shall be processed within 30 days after receipt of an Invoice and Payment Request Form.
- D. Grant Agreement Closeout: The Grantee shall submit the final payment request by January 31, 2025.

**VII. GRANTEE FINAL REPORTING REQUIREMENTS**

The Grantee is obligated to submit a final report after the close of the Grant Agreement period, or upon termination of the Grant Agreement for any reason. Final report shall include:

- A. Summary of how the funds were used.
- B. Copy of Grantee’s Annual Report or summary of programs and accomplishments.
- C. Copy of Grantee’s financial statement for the most recent fiscal year (this may be a component of the Annual Report).
- D. Summary of Grantee’s budget expenditures for the Period of Performance.
- E. Notwithstanding the above, Subsection III (Task areas 4, 5 and 6) of the Statement of Work details other reporting requirements to be met by the Grantee throughout the period of performance.

**VIII. INSURANCE**

The Grantee shall provide to the City a certificate showing general commercial liability insurance to protect against legal liability arising out of Grant Agreement activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence and \$2,000,000 per general aggregate limit, with a maximum deductible of \$5,000. The Grantee shall provide insurance covering its employees and volunteers through a commercial general liability insurance (CGL) policy that is primary against any other collectible insurance, noncontributory, annually renewing, and an occurrence based policy. This insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability, and property damage liability and a \$1,000,000 general aggregate limit.

The Grantee shall provide proof of insurance on an ACORD Certificate(s) of Liability Insurance form, which the Grantee shall provide to the City not later than 30 days following the effective date of this Agreement, or shall provide evidence of self- insurance. Each certificate shall show the coverage, deductible, policy period and amount of coverage, and shall name City of Camas as an additional insured. Certificates shall be renewed and submitted annually to stay in force throughout the period of performance and shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced without a 30 day written notice by certified mail (return receipt requested) to the City. Cancellation of a policy is grounds for termination of the Grant Agreement.

**IX. FISCAL REQUIREMENTS**

The Grantee shall comply with GAAP - Generally Accepted Accounting Principles and meet the financial management systems requirements of this Grant Agreement as defined in Appendix A. In the event the Grantee receives more than \$500,000 of federal awards during a fiscal year, an independent audit must be performed in compliance with OMB Circular A-133 (i.e. "Single Audit"). The City shall be afforded the opportunity during the period of performance and for three years afterwards to undertake or contract for its own or a follow-up audit(s).

**X. TERMINATION**

The City or Grantee may terminate this Grant Agreement in whole or in part for any reason by providing written notice to the other party at least thirty (30) days prior to the date of termination. In the event the City determines in its sole discretion that the Grantee is not materially complying with the terms of the Grant Agreement, and following the issuance of a notice of breach or default for cause, the City may terminate this contract in fewer than thirty (30) days.

**XI. FINANCIAL MANAGEMENT SYSTEMS**

The Grantee's financial systems shall comply with the requirements of OMB Circular A-122, "Cost Principles for Non-Profit Organizations," and shall contain the following:

- A. Accurate, current and complete disclosure of the financial results of each Grant Agreement;
- B. Records that identify and distinguish the source and application of funds;
- C. Reasonable control over and full accountability for all funds, property, and other assets;
- D. Comparison of actual outlays with budgeted amount for each contract;
- E. Procedures for determining reasonableness and allocability of costs;
- F. Accounting records that are supported by source documentation; and
- G. Procedures for timely and appropriate resolution of audit findings and recommendations.

**XII. ENTIRE AGREEMENT**

The parties agree that this Grant Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Grant Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Grant Agreement. The parties agree that the forgiveness of non-compliance with any provision of this Grant Agreement does not constitute a waiver of the provisions of this Grant Agreement.

**XIII. AMENDMENTS/MODIFICATION.**

Either Party may request amendment or modification of this Agreement at any time. Such request shall be provided in writing. The Parties shall make a good faith attempt to respond to such requests within thirty (30) days of receipt of the request. Notwithstanding the foregoing, the provisions of this Agreement may be amended or modified only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

**XIV. NO THIRD-PARTY BENEFICIARY.**

Grantee does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the Grantee. The Grantee and the City do not intend there be any third-party beneficiary to this Agreement.

**XV. INDEMNIFICATION.**

Grantee shall indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**XVI. RESOLUTION OF DISAGREEMENTS.**

In the event of a continuing dispute between the Parties under this Agreement, each Party shall designate an appropriate representative to facilitate the resolution of the dispute according to a procedure established by the representatives and authorized by law including but not limited to mediation. The representatives shall meet within fifteen days of either Party's request and shall use their best efforts to resolve the dispute in a manner acceptable to both Parties. The representatives' negotiated resolution shall be subject to approval by each of the Parties' duly authorized agents. In the event that dispute resolution fails and either party seeks to take legal

action, the venue for that action shall be in Clark County Washington Superior Court.

**XVII. DOCUMENT EXECUTION AND FILING.**

The City and the Grantee agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the Grantee. Upon execution, the executed duplicate of this Agreement shall be returned to the Camas City Clerk and one shall be retained by the Grantee.

**XVIII. RATIFICATION.**

Acts taken in conformity with this Grant Agreement prior to their effective date(s) are hereby ratified and affirmed.

**XIX. SEVERABILITY.**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**XX. NON-ASSIGNMENT.**

This Grant Agreement may not be assigned by either party.

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## STATEMENT OF WORK

### **Watershed Alliance of Southwest Washington – 2022-2024 Grant Agreement Ongoing Environmental Restoration, Stewardship, Outreach and Sustainability**

#### **I. FUND USE**

The grant funds are provided for planning, development and coordination of ongoing projects and programs that support the City's goals for environmental preservation/restoration in both riparian and upland areas. Through engagement and participation of the Camas community, efforts that promote a sense of ownership and caring for the natural environment will encourage stewardship and volunteer service.

The Grantee shall coordinate with the City to undertake restoration of chosen properties to create more contiguous ecosystems along identified riparian areas. The Grantee shall undertake education and outreach programs and lead or participate in events to inform the public on topics related to environmental and water quality issues.

The Grantee may use the funds to grow and sustain its organizational capacity as a unique, independent, non-profit organization focused on and dedicated to the local watersheds and its organizational mission and purpose. Funds provided by the City shall be used to accomplish tasks and activities specified in this grant.

In communicating with the public, partners, the media, and others, about Grantee's programs, events, and activities, Grantee staff and volunteers may, where appropriate and coordinated with the City, represent that they are acting in coordination with the City or in coordination with City related projects and priorities. It is acceptable to indicate that City of Camas funding helps support certain Grantee efforts where this is the case; however, it is important to the City that a clear understanding is conveyed about those programs that are supported directly by the City, by the Grantee, by other partners, and/or through the combined support of various sponsors.

#### **II OUTCOMES**

As a result of this direct grant, the Grantee shall:

- A. Maintain a viable nonprofit community-based organization.
  - Provide an opportunity, open to all City residents, to participate in the organization's activities.
- B. Enhance ecological values of sites within the City.
  - Support efforts of property owners to restore and enhance ecology of their sites.
  - As a result of efforts through this ongoing outreach and coordination, it is envisioned property owners (residential, commercial, industrial, agricultural) will become more engaged in stewardship of the local watershed.
- C. Expand understanding of and commitment to environmental values and practices.
  - Offer stewardship experiences and community outreach/education activities that inspire target audiences to make positive changes in their behaviors and gain new insights in their understanding of environmental issues.



- D. Support grassroots actions.
- Provide opportunities and support efforts of the City to accomplish meaningful activities and projects in the areas of conservation and stewardship of the natural environment.
- E. Provide accountability and transparency.
- Provide an end of the year report detailing the Grantee’s activities and financial results as they relate to the above outcomes and the assigned tasks, outputs and deliverables which follow. The report will evaluate results and detail plans for adjusting or modifying efforts in the next year. This report will identify the added value of grants, private donations and in-kind donations that leverage the City’s investment in local activities undertaken by the Grantee.

### **III. TASKS/OUTPUTS/DELIVERABLES**

In order to accomplish the agreed Outcomes the Grantee shall accomplish the following task deliverables and milestones:

#### **1. Everett and Leadbetter Planting Project**

- A. This project includes removing invasive plants, planning a planting event, purchasing plants and planting them. Outreach and planning for the event includes the building of a Camas-focused volunteer base, which we can use for future projects within the City.

This event would be for an area of approximately a half-acre on the southern section of the parcel (Property Identification Number 178253000). The identified site is anticipated to fit approximately 1,500 plants.

#### **2. Lake Clean-Up Event**

- A. This task anticipates the Grantee supporting City staff and other volunteers in planning and increasing awareness of the event. If Grantee is a small partner, costs would reflect that reduction in Scope.

#### **3. Washougal River Greenway Trail Restoration**

- A. This task involves planning the restoration of a portion of City property located on the south side of the Washougal River along the Washougal River Greenway Trail just west of Yale Street.

The following milestones have been identified as annual targets for these tasks:

Task A: Everett and Leadbetter (years 1 and 2)

- Invasive plants removal.
- Procurement of plant materials and planting
- Outreach, planning and event labor

Task B: Lake Clean-up Event (years 1, 2 and 3)

- Outreach, planning and event labor

Task C: Washougal River Greenway Trail Restoration (year 1)

- Site Assessment and Plan Development

4. **Public Program Tasks (Optional under separate Agreement Amendment)**

- A. **Stewardship**—The Grantee shall recruit, train, and manage volunteers and/or community groups for a variety of episodic or ongoing roles in projects that enhance natural spaces, promote sustainability, support City environmental priorities, and assist partner organizations. Grantee will support volunteers with training as well as administrative and logistical systems (such as tools, refreshments, liability waiver forms, etc.). The Grantee will maintain an on-line calendar and e-mail list to promote environmental engagement in the Camas area for Watershed Alliance events. City program staff may or may not be directly involved in supporting aspects of these various events and opportunities.
- B. **Outreach and Education**—Along with taking action through regular service, Camas residents and businesses should learn about the environment and how our individual behaviors and decisions can contribute to greater sustainability for our natural resources and for our community. The Grantee will sponsor and/or participate as a partner or organizer in a variety of education and outreach events and programs throughout the year that match community needs and interests. Grantee outreach and educational plans and events should be well-coordinated with local and regional partners.

5. **Reporting, Planning, and Evaluation**

The Grantee will provide quarterly reports to the City of Camas regarding the status of the task deliverables and milestones. Report shall be submitted 45 days following the end of the prior quarter. Quarterly reports will detail progress in the prior 3 months.

Grantee staff will meet with City staff annually in the Fall to review outcomes of the current year and to consider changes to outputs, tasks or milestone deliverables or budgets for the next year. Noted and agreed adjustments, if any, will be documented in a written communication from the City to the Grantee by January 1st of each new year.

6. **Financial Reports & Records**

Budget detail included with the quarterly Payment Requests shall, at a minimum, list for each output area, one line item for the associated “staffing costs” (including employee benefits based on assigned staff) and also the anticipated quarterly “other” expenditures for each output task (additional, more detailed line item descriptions for other expenditures may be included if available). So long as reporting timelines and report content expectations are met, the City will process and pay quarterly invoices within 30 days of receipt.

Quarterly financial statements that detail the tasks, allocated budget and expenditures for each completed quarter shall also be included with the quarterly reports. The fourth quarter financial statement will incorporate the full calendar year expenditure and revenue results to profile the entire year. As provided for in the Record Retention (Subsection III), Fiscal

Requirements (Subsection IX) and Financial Management Systems (Subsection XI) paragraphs of the Grant Agreement's Special Terms and Conditions Section, financial and other grant-related records, work products or equipment of the Grantee related to accomplishing this City grant shall be maintained and open for audit or inspection by the City or its duly authorized representatives throughout the period of the agreement and for three years afterwards.

#### **IV BUDGET SUMMARY**

Appendix A – Watershed Alliance of SW WA Project Scope with City of Camas represents the agreed upon general allocation of the project budget, not-to-exceed amount of \$35,000 according to the Section III of the Statement of Work Tasks/Outputs/Deliverables. The expenditure range noted for each task is an estimate to help communicate the expectation on where effort will be placed over the course of the agreement. It is anticipated that actual expenditures may differ from this distribution due to the nature of the various tasks.

As noted in this Grant Agreement's Special Terms and Conditions section, the statement of work and budget may be modified at the discretion of the City.

**APPENDIX A**

**WATERSHED ALLIANCE OF SW WA  
PROJECT SCOPE WITH CITY OF CAMAS**

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