

Twig Grant Agreement

This grant agreement is between the Tualatin Soil and Water Conservation District (TSWCD) and City of Tualatin (Grantee).

PROJECT NAME: Earthwise Crew

PROJECT NUMBER: G202307-77

CONTACT NAME: Marilyn Brault-Binaghi

AWARD AMOUNT: \$1,352.04

AWARD DATE: 11/2/2022

PROJECT DURATION: This grant agreement will remain in effect for 1 year from the date of signing the grant agreement.

PROJECT DESCRIPTION

The Earthwise Crew is a program focused on environmental wellness for older adults in the Tualatin area. Each month, the Earthwise Crew meets to learn more about an environmental topics affecting the individual and the community. Grant funding will support a Mason Bee 101 event and a Mini-habitat with native plants event as a part of the Earthwise Crew program.

PROJECT TASKS AND TIMELINE: See details in grant application (attached).

PROJECT COSTS: TSWCD will provide funds in the amount of \$1,352.04 for the Earthwise Crew project on a reimbursement basis. TSWCD funding will not exceed this amount.

EXPENDITURE OF FUNDS: This grant is made for the purpose outlined in the grant application and amount listed in the award letter and may not be expended for any other purpose without TSWCD prior written approval.

ROLES AND RESPONSIBILITIES

A. TSWCD commits to:

1. Providing funds on a reimbursement basis upon successful completion of tasks, up to a maximum of \$1,352.04 as described in the attached application budget. TSWCD will reimburse approved actual expenses, which must be documented with copies of bills, invoices, and/or receipts. TSWCD will hold back payment of 10% of the dollar amount awarded until the final report has been received and accepted by TSWCD.
2. Providing all necessary documents for reporting project progress and financial information.
3. Remaining available for consultation with the Grantee as problems arise and attempt to address any project-related concerns.
4. Providing review and recommendations to Grantee regarding the project to ensure success and implementation of conservation activities related to the project.
5. Making reasonable accommodation of Grantee requests and secure Grantee permission before arranging any access or educational visits to the project .
6. Designating a primary contact, which is Jen Shih, (503)-501-7738, jen.shih@tualatinswcd.org.

B. The Grantee commits to:

1. Completing project according to the timeline and specifications detailed in the grant application (attached).
2. Complying with the project budget outlined in the grant application (attached).
3. Providing reports and records, including project updates, to TSWCD for the duration of the agreement, as stated in the grant application. This includes:
 - a. Keeping a record of all receipts and expenditures relating to this grant. No project expenses incurred before the grant agreement is signed by both parties will be reimbursed by TSWCD.
 - b. Providing TSWCD with a final written report summarizing the project no later than 45 days after the end of the project. Requests/documentation received after that time may not be processed.
4. Providing public recognition of TSWCD's support of the project and allowing promotion of the project in TSWCD's outreach materials and presentations. Public recognition and promotion may include: mention of TSWCD on the Grantee's website or newsletter; listing of TSWCD as a sponsor on brochures or signage; verbal announcement of TSWCD support at any events; or another appropriate form.

TERMS AND CONDITIONS

1. Each signer on the Application must be authorized to represent their entity and to sign contracts on its behalf.
2. Project eligibility, approval or denial of Applications, and dollar amounts awarded will be determined at the discretion of the Tualatin Soil and Water Conservation District.
3. Funds can be used toward matching other grant/project funds.
4. Payments totaling \$600 or more in a calendar year may be considered by the IRS to be reportable income. Grantees who receive TSWCD funding will be required to complete an IRS W-9 form. If applicable, TSWCD will report the income to the IRS and to the Grantee on a 1099-MISC form. The Grantee should consult a tax advisor regarding income reporting requirements and whether project-related expenses may be included as deductions on the Grantee's tax returns to offset this income.
5. By signing the Grant Agreement, the Grantee certifies that:
 - a. TSWCD funds will be used only for the purposes approved by TSWCD and will not be used for lobbying, for attempts to influence voting or legislation, or for litigation of any kind.
 - b. The project/event will comply with [TSWCD's non-discrimination policy](#).
 - c. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Grantee agrees to be responsible for its own actions and for any damage or third-party liability arising from the Grantee's activities related to its agreement with TSWCD. It agrees to indemnify and hold harmless TSWCD and its officers, directors, agents, and employees from any and all losses, claims, damages, and expenses resulting from, or arising out of, the acts or omissions of the Grantee and its officers, directors, agents, and employees under the agreement.
 - d. The Grantee agrees that obtaining permits, if needed, is the responsibility of the Grantee. TSWCD is not responsible for the safety of organizers or participants in the project/event, or for providing insurance coverage. The Grantee is advised to ensure that adequate insurance coverage is obtained for the project/event.

Authorized Grantee Representative

Date

Kelly Dawes

2022-11-30

Tualatin Soil and Water Conservation District Designee

Date

Attachments: Grant Application (including budget)