

# NON POINT SOURCE GRANT AGREEMENT

|   |   |                                |
|---|---|--------------------------------|
| <b>Project name: Multnomah County Green Roof</b>  | <b>Project Number: W02544</b><br><b>PCA #: 64543</b>  | <b>DEQ Agreement #: 027-03</b> |
| This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality, hereafter called Agency, and <b>Multnomah County</b> , hereafter called Recipient.  |   |                                |
| <b>Recipient Data</b>   | <b>DEQ Data</b>   |                                |
| Project officer: Amy Joslin<br>Title: Asst. Director of Sustainability<br>Organization: Multnomah County<br>Address: 501 SE Hawthorne, Suite 320<br>Portland, OR 97214<br>Phone: 503-988-4092<br>Taxpayer ID #: 93-6002309      CFDA#: 66.460 | Project officer: Karen Font Williams<br>Title: Natural Resource Specialist<br>Department of Environmental Quality<br>811 SW Sixth Ave.<br>Portland, OR 97204<br>Phone: (503) 229-6254 |                                |

## 1. Effective Date and Duration

This Agreement shall become effective on the date at which every party has signed this Agreement and, when required, approved by the Department of Justice. Unless earlier terminated or extended, this Agreement shall expire when Recipient's completed performance has been accepted by Agency or June 30, 2003, whichever is sooner.

## 2. Statement of Work

The statement of work, including the delivery schedule for the work, is contained in Exhibit A attached hereto and by this reference made a part hereof.

## 3. Consideration

(a) Agency agrees to pay Recipient, from available and authorized funds as provided in paragraph 7, the sum of \$75,600 for accomplishing the work required by this Agreement. The maximum, not-to-exceed compensation payable to Recipient under this Agreement, which includes any allowable expenses, is \$ 75,600. (b) Any interim payments to Recipient shall be made only in accordance with the schedule and requirements in Exhibit A.

## 4. Subcontracts

Recipient is hereby authorized to enter into contracts for installation of a Green Roof.

## 5. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. Recipient shall notify DEQ's Project Officer in writing thirty (30) calendar days before this Agreement expires of any proposed amendments to the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

## 6. Termination

- A. This Agreement may be terminated by mutual consent of both parties, or by Agency upon 30 day's notice, in writing and delivered by certified mail or in person.
- B. The Agency may terminate this Agreement effective upon delivery of written notice to the Recipient, or at such other date as may be established by the Department under any of the following conditions:
  1. If Agency funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
  2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  3. If the Recipient fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.

## 7. Funds Available and Authorized

The Agency certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Agency's current appropriation and limitation. Recipient understands and agrees that Agency's payment of amounts under this Agreement attributable to work performed after the last date of the current biennium is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, Agency may terminate this Agreement without penalty or liability to the Agency, effective upon the delivery of written notice to Recipient, with no further liability to Recipient.

## 8. Match

Matching funds are required for all 319 projects. EPA requires a minimum 40% match of the total cost or portion of the project for which 319 funds are used. The match requirement for this Agreement is \$50,400. Additional match is welcome. Matching funds must come from local, county, or state sources. Other Federal sources of funds are not eligible as match. **Current match expenditures must be submitted with all invoices using the attached Nonpoint Source Grant Agreement Expenditures/Match Report form.**

#### 9. Reporting

Grant recipients must submit a semi-annual report to DEQ on April 1, and if applicable on October 1 of each year and a final report due within 90 days after project completion. Reports must be in EPA format and need to document progress of the project, including a listing of accomplishments based on the project milestones contained in the workplan, reasons for delays in meeting scheduled milestones and actions being taken to resolve current or anticipated problems. Final reports must include any additional information such as photographs, maps, media reports, and other supporting documentation of project implementation. Final payment may be withheld until receipt and approval of final report.

#### 10. Project Evaluation

Grant recipients must evaluate and report on project successes and shortfalls. A report which evaluates project effectiveness must be submitted to DEQ one year after the submission of the project completion report. Evaluation may be tailored to the specific project, based on factors such as the project's size and objectives. To the extent possible, reports should include reductions in nonpoint source loading achieved and the amount of improvement in water quality and aquatic habitat as a result of the project.

#### 11. Project Identification

Grant recipients must identify the project as a 319 nonpoint source project and acknowledge the partnership between local, state, and federal partners. This can be accomplished by posting a sign at the project site, adding a notation in printed materials, etc.

#### 12. Grant Requirements

Any recipient of grant funds, pursuant to this Agreement with the state, shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of grant conditions that requires the state to return funds to the grantor, hold harmless and indemnify the state for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

#### 13. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

#### 14. Access to Records

The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records not otherwise privileged under law of the Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

#### 15. Compliance with Applicable Law

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under this Agreement is conditioned upon Recipient's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

#### 16. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this Agreement. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

#### 17. Merger Clause

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

*Signature*

10/2/02

Approved by the Recipient:

Signature / Title

Date

Approved by the Agency:

WQ Division Administrator or Delegate

Date

REVIEWED:  
THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

BY

ASSISTANT COUNTY ATTORNEY

DATE

12/20/02

## EXHIBIT A

**NON POINT SOURCE AGREEMENT**

|  |                               |                                 |
|--|-------------------------------|---------------------------------|
| <b>Project name:</b> Multnomah County Green Roof | <b>Project Number:</b> W02544 | <b>DEQ Agreement No.</b> 027-03 |
| <b>Recipient:</b> Multnomah County               |                               |                                 |

**STATEMENT OF WORK:**

A Green Roofing system will be installed on 15,288 square feet of the Multnomah Building roof. The Green Roofing system will effectively prevent stormwater and associated pollutant loads (e.g. temperature, bacteria) for the roof area of the Multnomah building from entering the Willamette River. During a rain event, this should equate to preventing 37,500 gallons of raw sewage per day from entering the Willamette River. Both water quality and energy monitoring will be conducted to measure the actual performance of the Green Roof, including monitoring by Portland State University engineering students. This information will be distributed to Eastside businesses to promote green roofing system retrofits as an effective Best Management Practice for stormwater mitigation of existing buildings. The Multnomah building also allows public access to the Green Roof and the interpretative display materials that will be installed to educate the public about stormwater pollution and treatment.

## a. List of tasks to be accomplished / budget:

| Schedule  | Major Tasks and Deliverables  | Budget   |
|-----------|---|----------|
| June 2003 | Substantial completion & installation of 15,000 square foot green roofing system for the Multnomah building.<br>Construction contract deliverable includes architect's and project manager's sign-off of substantial completion and final inspection by the City of Portland. Submit final report to DEQ. | \$75,600 |

## b. Delivery Schedule:

Begin: On the date this Agreement is fully executed and approved by all parties.

End: When Recipient's completed performance has been accepted by Agency, or on June 30, 2003, whichever is sooner.

**CONSIDERATION:**

- a. Payment for all work performed under this Agreement shall not exceed the maximum sum of \$ 75,600, including any travel and other expense reimbursement when noted below.
- b. Interim payments shall be made to Recipient following Agency's review and approval of billings submitted by Recipient. Recipient will also submit copies of other billings for work performed under the Agreement when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
- c. Recipient shall not submit billings for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Recipient performs work subject to the amendment. Recipient shall notify DEQ's Project Officer in writing thirty (30) calendar days before this Agreement expires of any proposed amendments to the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. **This Agreement will not be amended after the expiration date.**
- d. Recipient shall submit a single billing for work performed. The billing shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Billing shall be sent to Agreements Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204. Invoices are subject to the review and approval of the DEQ Project Officer. **Invoice payments will be sent to Amy Joslin, Multnomah County, Dept. of Business and Community Services, 501 SE Hawthorne, 4<sup>th</sup> Floor, Portland, OR 97214-3586.**
- e. The Agency shall withhold 10% of total grant funds for the Project until the Recipient has submitted, and the Agency has accepted, a final report detailing the project status, including a description of accomplishments, total expenditures and total match expenditures.

**TRAVEL AND OTHER EXPENSES:**

Travel and other expenses of the Recipient shall not be reimbursed by Agency.

# Non Point Source Grant Agreement Expenditures/Match Report

|                         |  |
|-------------------------|--|
| <b>Project Name:</b>    | <b>From:</b> <b>Agreement Period</b>   |
| <b>Project Number:</b>  | <b>To:</b>                             |
| <b>DEQ Agreement #:</b> | <b>From:</b> <b>Report Period</b>      |
| <b>Recipient Name:</b>  | <b>To:</b>                             |
| <b>Address:</b>         | <b>Minimum Match Requirement</b><br>\$ |
| <b>Phone:</b>           | <b>Agreement Amount</b><br>\$          |

| Expenditure<br>Summary | Grant<br>Expenditures |         | Non Federal*<br>Match Expenditures |         | Total<br>Expenditures |
|------------------------|-----------------------|---------|------------------------------------|---------|-----------------------|
|                        | This Period           | To Date | This Period                        | To Date | To Date               |
| Personnel              |                       |         |                                    |         |                       |
| Equipment              |                       |         |                                    |         |                       |
| Supplies               |                       |         |                                    |         |                       |
| Travel                 |                       |         |                                    |         |                       |
| Other                  |                       |         |                                    |         |                       |
| Total                  |                       |         |                                    |         |                       |

## CERTIFICATION

I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*Other federal funds are not eligible for use as match.**