

**(DRAFT) Memorandum of Understanding
Between
Verde
Forest Park Conservancy
West Multnomah Soil & Water Conservation District
and
Portland Parks & Recreation**

I. Purpose

The purpose of this MOU is to establish the framework for a collaborative partnership between Verde, Forest Park Conservancy, West Multnomah Soil & Water Conservation District, and Portland Parks & Recreation (PP&R). Because Verde specifically works to engage low-income community members and people of color, this partnership intentionally centers Verde as it seeks to model practices of diversity, equity and inclusion in the environmental field, and deepen investments in communities of color. The goals of this partnership are to:

- Develop a long-term, collaborative relationship between the four organizations.
- Work together to improve Diversity, Equity and Inclusion outcomes in the restoration field.
- Provide professional development and training among staff at all levels, including crew members.
- Develop career development opportunities for Verde crew members.

II. Parties and Mission

A. VERDE

Verde is a 501(c)(3) nonprofit organization with offices at 7001 NE Columbia Blvd, Portland, OR 97218. Per its mission statement, “Verde serves communities by building environmental wealth through social enterprise, outreach and advocacy.”

B. Forest Park Conservancy

The mission of the Forest Park Conservancy is to protect and foster the ecological health of Forest Park, maintain and enhance the park’s extensive trails network, and inspire community appreciation and future stewardship of this iconic urban forest as a gift for generations.

C. West Multnomah Soil & Water Conservation District

The West Multnomah Soil & Water Conservation District is a public service district dedicated to the conservation of soil and water resources for people, wildlife and the environment. Our service territory is that portion of Multnomah County west of the Willamette River, all of Sauvie Island including the Columbia County portion of the Island and a portion of Washington County that lies within an area in the north

Tualatin Mountains known as Bonny Slope. The District is committed to working with its constituents to meet the demand for natural resource education and technical conservation assistance to urban and rural residents, farmers, woodland owners, businesses, public schools and the general public and to increase the economic viability and environmental health of the Portland metro region. We accomplish this by providing educational, technical and financial assistance for conservation projects and actions conducted on private lands and school grounds so as to produce public conservation benefits to all in the form of healthy soil, clean water and diverse habitats.

D. Portland Parks & Recreation

Portland Parks & Recreation is a Bureau of the City of Portland, Oregon. Its mission is to “help Portlanders play - providing the safe places, facilities, and programs which promote physical, mental, and social activity. We get people, especially kids, outside, active, and connected to the community. As we do this, there will be an increase in the wellness of our residents and the livability of our city. We accomplish this through: Establishing, safeguarding and restoring the parks, natural areas, public places, and urban forest of the city, ensuring that these are accessible to all; Developing and maintaining excellent facilities and places for public recreation and community building; Providing dynamic recreation programs and services that promote health and well-being for all; Partnering with the community we serve.

III. Partnership Values

This Partnership centers Verde as a not-for-profit community-based organization that hires and trains crewmembers from low-income and people of color communities. Together, we aim to make a deep investment in the communities Verde serves, modeling practices of diversity, equity and inclusion in the environmental field. Our goal is to demonstrate the value of this type of partnership to low-income and people of color communities and replicate it with other culturally responsive green workforce development organizations

In this Partnership we value relationships over transactions. We aim to build deep relationships by intentionally growing:

- Trust
- Openness
- Clarity
- Support
- Collaboration
- Community
- Extending Grace
- Allowing Space to Repair Relationship
- Vulnerability
- Creativity
- Maintaining a common vision
- Innovation
- Learning
- Excitement

We are committed to collaborative projects that offer:

- Restoration

- Workforce Training
- Workforce Development
- Opportunities to extend the work of Diversity Equity and Inclusion in the environmental field

IV. Mutual Objectives

- A. Diversity, Equity and Inclusion. All partners agree that communities of color are underserved and underrepresented in the environment and restoration workforce, and will collaborate to develop and implement goals to reverse this trend.
- B. Partnership. All partners agree to ground their collaboration in the Values listed in Section III and will develop communication practices, strategies, goals and deliverables to implement the following:
 - *Be Collaborative.* Partners will work together to institutionalize the collaborative nature of the partnership for the long-term, and will develop practices to sustain and advance the partnership's purpose and objectives.
 - *Provide Learning and Collaboration in the Field of Landscape Restoration.* Partners will work together to improve how major actors and landowners develop and implement restoration projects to achieve goals as outlined in Section I.
 - *Collaborate on Multi-Year Project(s).* Partners will actively seek out new projects that support the purpose of the partnership, deepen existing partnerships, and offer skill-building opportunities for Verde workers.
 - *Incorporate Professional Development and Training.* Partners will actively seek out opportunities to provide staff with professional development and training, with a special focus on ensuring these opportunities increase Verde crewmembers' knowledge, skills and abilities.
 - *Create a Shared Network for Communication around Employment Opportunities.* Partners will work to identify seasonal and year-round work for workers from underserved and underrepresented communities.

V. Mutual Organizational Responsibilities

All partners agree to the following responsibilities:

- A. Collaborative Activities.
 - a. *Regular Meetings.* Each partner will designate representatives to participate in regular partnership meetings
 - b. *Select a Lead Convener.* The partnership will appoint one organization to be the lead convener, to support practical aspects of the coalition such as developing meeting schedules, facilitating communication and tracking deliverables.
 - c. *Work Plan Development.* Each partner will appoint at least one representative to participate in the design and implementation of a multi-year work plan to implement mutual partnership objectives. The first work plan should be completed by Fall 2019.
- B. Communication Activities
 - a. *Be intentional about centering low-income and communities of color.*

Work together to develop a communication system that is both inclusive and *intentional* around providing opportunities for seasonal and year round work, to workers who come from underserved and underrepresented communities.

- b. *A commitment to ongoing communication and transparency.* Each partner recognizes that partnerships have natural ebbs and flows, and will commit to a spirit of communication and learning in order to build a strong level of trust and familiarity with one another.

C. Provide Learning and Collaboration in the Field of Landscape Restoration

- a. Commit to building a deeper understanding of each other's work and programs.
- b. Share with the collaborative any upcoming project opportunities
- c. Work collectively to identify barriers and inequities in the processes that each organization uses to award restoration work:
 - i. Work to incorporate equity criteria into the Request for Proposal (RFP) or equivalent contract award processes
 - ii. Identify best practices to improve Diversity, Equity and Inclusion outcomes in both public agency and non - governmental RFP or equivalent contract award processes
 - iii. Identify, and to the extent possible, implement alternatives to using the RFP or equivalent contract award processes to award restoration work, so the award of this work can more fully achieve the mutual objectives of this partnership agreement
 - iv. Share lessons learned with one another's organizations and City Procurement
- d. Share business cases and best practices that demonstrate how equity and inclusion strengthens both restoration and diversity, equity and inclusion outcomes
- e. Work together to identify and pursue more funding to achieve partnership objectives
- f. Show up at each other's events

D. Collaborate on Multi- Year Projects

- a. Work together to be continually participating in at least one ongoing, multi- year project. Project opportunities should:
 - i. Aim to be 3 year projects
 - ii. Be shared with most partners
 - iii. Engage all or most partners
 - iv. Benefit all partners who choose to participate
 - v. Should first provide technical and soft skill- building and training opportunities for Verde crewmembers, and if possible, other partners as well
 - vi. Focus on projects that serve historically underserved communities (low income communities of color)
 - vii. Include a commitment from involved partners to periodically re-evaluate and if needed, re-align the project in light of the collaborative partnership goals

VI. TERM

The period of this MOU is for the duration of **5 years** starting from the date of this agreement. This agreement may be extended beyond the initial term upon mutually written agreement.

VII. LIABILITY

Each party shall be responsible for liability it creates. Each party shall indemnify and, upon request, defend the other party (and associated persons, including directors, officers, and employees and/or volunteers) from and against any alleged or actual liability (including suits, claims, legal proceedings, damages, losses, expenses, and attorney’s fees) arising from an act or omission of the indemnifying party (and its associated persons). This does not require a party to indemnify or defend the other party for alleged or actual liability attributable to its own acts or omissions.

VIII. CONFIDENTIALITY

All Parties acknowledges that it may be necessary for each party to disclose certain confidential and proprietary information to each other in order for each party to perform his/her duties under this Agreement. All parties acknowledge that any disclosure to any third party or any misuse of this proprietary or confidential information could irreparably harm the other party. Accordingly, all parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of a party to this Agreement without that party’s prior written permission except to the extent necessary to perform services on the behalf of the other party.

Tony DeFalco Executive Director VERDE	Date
Adena Long Director Portland Parks & Recreation	Date
Renée Myers Executive Director Forest Park Conservancy	Date
Jim Cathcart District Manager West Multnomah Soil & Water Conservation District	Date