

COMMUNITY STEWARDSHIP GRANT AGREEMENT
Bureau of Environmental Services, City of Portland

Agreement No.: _____

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and [NAME OF ORGANIZATION] on behalf of the [NAME OF GRANT PROJECT], hereafter called "Grantee". The City's Project Manager is Jennifer Devlin. This agreement shall become effective on July 1, 2010 (or on the date at which every party has signed this contract, whichever is later.) This agreement shall expire, unless otherwise terminated or extended, on June 30, 2011.

The Grantee agrees to perform the work described in EXHIBIT A attached hereto. In return, BES agrees to provide up to a total of \$[DOLLAR AMOUNT] on a reimbursement basis upon presentation of receipts.

Other Terms and conditions listed on page 2 and Exhibit A.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Attn: _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Organization Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Corporation ☐ Public Service Corp.

☐ Government ☐ Registered Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to agreement approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to the terms of this agreement and to perform work outlined in the statement of work made part of this agreement.

Approved by the Grantee:

Signature/Title _____ Date _____

CITY OF PORTLAND SIGNATURES

Approved by City Stewardship Coordinator: _____
Date _____

Approved by Bureau Director: _____
Bureau Director _____ Date _____

Approved as to form
by City Attorney:
(Rev.1/99) _____
Office of City Attorney _____ Date 4.29.10

EXHIBIT A

CITY OF PORTLAND COMMUNITY STEWARDSHIP GRANT AGREEMENT**1. Grant Award and Compensation**

The Grantee agrees to perform the work described in Exhibit A. In return, BES agrees to provide up to the total compensation identified in this agreement, on a reimbursement basis upon presentation of receipts. BES shall pay Grantee for work performed under this agreement after the effective date shown. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by BES and Grantee. Stewardship Grant Funds cannot be used for wages, or other activities outside of the Grantee's Scope of Work without written approval from the City's Project Manager. Funds must be expended prior to the termination date shown in this agreement. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this contract have or will commence or arise prior to the effective date of this contract.

2. Billing and Payment Procedure

Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract Number, Grantees Social Security or Business Tax ID Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request.

3. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

4. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. BES shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of these materials to the City Project Manager, with final report.

5a. Indemnity - Claims for Other than Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

5b. Indemnity - Claims for Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

6. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

7. Workers Compensation Insurance

Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. If Grantee does not have commercial workers compensation insurance, Grantee agrees to accurately complete Exhibit B. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.

8. Liability Insurance

Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City Auditor, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City. Grantee shall have all participants sign the Liability Waiver provided by BES.

COMMUNITY STEWARDSHIP GRANT AGREEMENT
EXHIBIT A

Scope of Work and Budget

INTERGOVERNMENTAL AGREEMENT

Agreement No.: _____

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through the Bureau of Environmental Services, hereafter called BES and Portland Public Schools (PPS), acting by and through its agents, hereafter called "Grantee", for the [NAME OF GRANT PROJECT] project.

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon the date indicated in the GENERAL PROVISIONS below.

PURPOSE

BES and Grantee desire to work together to implement Community Watershed Stewardship Grant Projects, associated education and outreach projects.

By this IGA, Grantee agrees to plan and implement stewardship projects that improve the health of Portland's rivers and watersheds; involve students and other community members in the care and stewardship of Portland's rivers and watersheds and BES agrees to reimburse Grantee for costs associated with the provision of these services as described in this document.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective from July 1, 2010, or the date of execution by both parties, whichever is later. Unless earlier terminated or extended, this IGA shall expire when "Grantee's" completed performance has been accepted by BES or June 30, 2011 whichever date occurs first.
2. Statement of Work. The statement of work, (the "Work") including the delivery schedule for such Work, is contained in Exhibit A. Grantee agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. BES agrees to pay Grantee a sum not to exceed \$[DOLLAR AMOUNT] as allocated in Exhibit A.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

BES

Project Manager: Jennifer Devlin
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-6182
 Fax: (503) 823-6995
 Email: jenniferd@bes.ci.portland.or.us

GRANTEE

Project Manager:
 Organization:
 Address:
 Phone:
 Fax:
 Email:

5. Subcontracts. Grantee shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from the Agency's Project Officer.
6. IGA Documents. This IGA consists of the following documents, which are listed, in descending order of precedence: This IGA less all exhibits, attached Exhibit A, Work Statement and Budget. All attached Exhibits are hereby incorporated for reference.
7. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
8. Reimbursement.

- A. Grantee shall submit itemized invoices to BES for reimbursement of services performed; noting the project and CITY contract number and the allocation of costs in accordance with line items identified in Exhibit A.
- B. Costs incurred for travel, lodging and meals shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations and all travel has been approved by the BES Project Manager.
- C. Non-itemized or incomplete billings shall be detained for payment processing until Grantee has supplied correct information to BES.
- D. Grantee shall submit to BES a quarterly invoice for costs incurred during the preceding quarter period no later than 30 days following the end of the first three performance periods. BES must receive final invoice for last quarter no later than July 6, 2010. BES shall not be liable for reimbursement of costs after that date.
- E. Invoices shall be submitted in duplicate, identifying the CITY IGA number to:

Jennifer Devlin
BES
1120 SW Fifth Avenue, Room 1000
Portland, OR 97204

BES shall pay all approved invoices within 30 days.

- F. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of BES and shall be surrendered upon completion of services or termination of this IGA.
 - G. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA.
9. Termination.
- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
 - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
 - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA 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 IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.
 - D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.
10. Funds Available and Authorized. Both parties certify that at the time the IGA is written that sufficient funds are available and authorized for expenditure to finance costs of this IGA within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.
11. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
12. Choice of Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

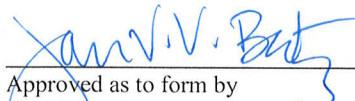
13. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
14. Ownership of Work Product. All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the joint property of BES and Grantee.
15. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific IGA for the purpose of making audit, examination, excerpts, and transcript.
16. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA.
17. No Third Party Beneficiary. The CITY and Grantee are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
18. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this IGA, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
19. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA 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 IGA.

Executed in triplicate by the duly authorized representatives of the parties.

CITY OF PORTLAND**GRANTEE**

Bureau Director

Date


Approved as to form by
City Attorney

4.29.10
Date

Authorized Signature

Date

Approved as to form by
General Counsel

Date