

EXHIBIT A

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

Agreement No.: _____

This grant agreement is between the City of Portland ("City") and [NAME OF ORGANIZATION] ("Grantee") for the [NAME OF GRANT PROJECT]. City's Project Manager is Jennifer Devlin. This agreement shall become effective on [DATE] and shall expire, unless otherwise terminated or extended, on June 30, 2012.

Grantee agrees to perform the work described in the SCOPE OF WORK. In return, City agrees to provide Stewardship Grant Funds up to a total of \$[DOLLAR AMOUNT] on a reimbursement basis upon presentation of receipts. Grantee agrees to perform the work in accordance with the terms and conditions of this agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

Grantee agrees to perform the work described in SCOPE OF WORK below. In return, City agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by City and Grantee. Stewardship Grant Funds cannot be used for wages or other activities outside of Grantee's Scope of Work without written approval from City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of 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, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks to which reimbursement request corresponds, and Total amount of payment request. All invoices must be submitted to City prior to the expiration date of this agreement. City shall not be responsible for payment of invoices received after that date.

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 City. Notwithstanding City approval of a subgrantee or subcontractor, Grantee shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, 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 Grantee performs under this agreement shall be considered a public record. City shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials Grantee produces in connection with this agreement. On completion or termination of the agreement, Grantee shall deliver a copy of these materials to the City Project Manager with the 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 and Venue

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. Grantee shall attach a certificate of insurance to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. 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 insureds 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 City. Grantee shall have all participants sign the Liability Waiver provided by City.

SCOPE OF WORK**A. Project Representatives**

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

CITY

Name: Jennifer Devlin
Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204
Phone: 503-823-6182
Email: jennifer.devlin@portlandoregon.gov

GRANTEE

Name:
Address:
Phone:
Email:

B. Project Description**C. Timeline****D. Budget**

This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

The parties agree that City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:

<INSERT NAME OF GRANTEE>

BY: _____

Date: _____

Name: _____

Title: _____

Contract No.: _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director *gd w*

By: _____ Date: _____
n/a
Chief Procurement Officer

By: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: 5/31/11
Luc R. Shaffner
Office of City Attorney

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

Agreement No.: _____

This Intergovernmental Agreement ("IGA") is entered into by and between the City of Portland ("City"), acting by and through its Bureau of Environmental Services, and <INSERT NAME OF AGENCY> ("Grantee"), acting by and through its agents, 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

City 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 City 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 on <INSERT DATE>. Unless earlier terminated or extended, this IGA shall expire when Grantee's completed performance has been accepted by City or on June 30, 2012, whichever date occurs first.
2. Statement of Work. The statement of work (the "Work"), including the delivery schedule and budget for the Work, is contained in STATEMENT OF WORK below. Grantee agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. City agrees to pay Grantee a sum not to exceed \$[DOLLAR AMOUNT] as allocated in the STATEMENT OF WORK.
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.

CITYGRANTEE

Project Manager: Jennifer Devlin
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-6182
 Email: jennifer.devlin@portlandoregon.gov

Project Manager:
 Organization:
 Address:
 Phone:
 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 City's project manager.

6. 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.

7. Reimbursement.

- A. Grantee shall submit itemized invoices to City for reimbursement of services performed. Invoices shall include: Name and Address of Grantee, Contract 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.
- B. Non-itemized or incomplete billings shall be detained for payment processing until Grantee has supplied correct information to City.
- C. All invoices must be submitted to City prior to the expiration date of this agreement. City shall not be responsible for payment of invoices received after that date.
- D. Invoices shall be submitted in duplicate, identifying the City IGA number, to:

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

City shall pay all approved invoices within 30 days.

- E. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of City and shall be surrendered upon completion of services or termination of this IGA.
- F. 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.

8. 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.

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9. Funds Available and Authorized. Both parties certify that, as of this IGA's date of execution, sufficient funds are available and authorized for expenditure to finance the 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.
 10. 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.
 11. Choice of Law and 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.
 12. 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.
 13. Ownership of Work Product. All work products, including reports and research data in hard copy or electronic form that result from this IGA are the joint property of City and Grantee.
 14. 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 this IGA for the purpose of making audits, examinations, excerpts, and transcripts.
 15. 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.
 16. 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.
 17. Indemnification. To the extent allowed under the Oregon Constitution and 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 arising from this IGA or arising out of or resulting from the acts or omissions of the indemnitor, its employees, agents or representatives.
 18. 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.

SCOPE OF WORK

A. Project Description

B. Timeline

C. Budget

This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same agreement.

The parties agree that City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:

<INSERT NAME OF GRANTEE>

BY: _____

Date: _____

Name: _____

Title: _____

Contract No.: _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director *Jay B*

By: _____ Date: _____
n/a
Chief Procurement Officer

By: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: *5/31/11*
Eric R. Shafner
Office of City Attorney