



Amanda Fritz, Commissioner
Michael Stuhr, P.E., Administrator

1120 SW Fifth Avenue
Portland, Oregon 97204-1926
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GRANT AGREEMENT NO. INSERT SAP-GENERATED OUTLINE AGREEMENT NUMBER

This Grant Agreement is between the CITY OF PORTLAND WATER BUREAU (“CITY” or “GRANTOR”) and **INSERT NAME OF GRANTEE (INSERT ABBREVIATED TITLE OF GRANTEE or “GRANTEE”)** in an amount not to exceed \$**XXX** to **INSERT PURPOSE OF GRANT**.

RECITALS:

1. **PROVIDE BRIEF INTRODUCTORY STATEMENT REGARDING WHAT GRANTEE WILL DO.** *FOR EXAMPLE, “GRANTEE’S youth coordinator will build on a thoughtful approach to needs, strengths and aspirations of immigrant youth in Portland, through consistent coordination of athletics, educational and integration-focused programs and communication with participants families.”*
2. **PROVIDE ADDITIONAL BACKGROUND INFORMATION REGARDING THE ISSUE ADDRESSED BY THE GRANTEE.** *FOR EXAMPLE, “Studies show that immigrants and refugees are among the most historically underrepresented and underserved communities in the United States. Many of the clients served by AYCO have fled political turmoil in their home countries, to then live with varying, but usually limited basic needs, resources, and opportunities. According to the National Policy Consensus Center Newcomer Report, Post Traumatic Stress Disorder in Somali refugees “can be anticipated at a level between 39% to 100% (compared to about 1% in the general population).” AYCO uses a strength based approach to build on resilience and empower clients to pursue educational, employment and personal growth opportunities that further connect them with their communities.”*
3. GRANTEE’s mission is consistent with the Council’s desire for **INSERT HOW GRANTEES MISSION ALIGNS WITH CITY/COUNCIL GOALS**.
4. GRANTEE submitted a grant application for the FY **20XX-XX** competitive grants process and was selected as one of the **INSERT NUMBER OF GRANTS AWARDED** recommended to be awarded a grant.
5. In accordance with the FY **20XX-XX** Budget, the CITY now desires to provide a grant to GRANTEE in an amount not to exceed \$**XXX**.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the **INSERT BRIEF, ONE SENTENCE SCOPE OF WORK**, as described in ATTACHMENT A: Scope of Work, ATTACHMENT B: Budget hereto, which by this reference are incorporated herein and made a part hereof.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on **INSERT END DATE** unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting **INSERT START DATE** are eligible expenses for the grant funds reimbursement.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

- A. **Publicity**: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the City's grant funding in publicity regarding the program(s) that will be supported by the grant funds.
- B. **Records**: GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for ten (10) years after CITY makes final grant payment, GRANTEE has made final report, or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- C. **CITY Project Manager**: CITY hereby appoints **INSERT CITY PROJECT MANAGER** to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

INSERT PROJECT MANAGER NAME

City of Portland, **INSERT BUREAU**

INSERT MAILING ADDRESS

Phone: **INSERT PROJECT MANAGER PHONE NUMBER**

Email: **INSERT PROJECT E-MAIL ADDRESS**

- D. **GRANTEE Project Manager**: GRANTEE hereby appoints **INSERT GRANTEE PROJECT MANAGER NAME** to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

INSERT NAME, TITLE, AND ADDRESS OF GRANTEE

Phone: **INSERT GRANTEE PHONE NUMBER**

Email: **INSERT GRANTEE E-MAIL ADDRESS**

- E. Billings/Invoices/Payment: The CITY Project Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Report: GRANTEE shall complete and submit to the CITY Project Manager the signed **Grant Reporting Form**, included as Attachment D, no later than thirty (30) days after the completion of the project.

ARTICLE IV -- PAYMENTS

- A. GRANTEE will receive an amount not to exceed [ENTER GRANT AMOUNT]. After the Grant Agreement becomes effective, GRANTEE will submit an invoice for CITY Project Manager approval to the Portland Water Bureau Accounts Payable Department at wbaps@portlandoregon.gov, using CITY'S template included as Attachment D, for work completed. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. Subsequent payments will be made after review and approval of the periodic progress reports, using Attachment C and Attachment D, due on a quarterly basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates, using templates included as Attachment C and Attachment D.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY's Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process. See Article III B. Records for retention period.
- F. It is the City's policy to pay invoices within 30 days of receipt via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, GRANTEE shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <https://www.portlandoregon.gov/brfs/article/658372>

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into GRANTEE account(s) with financial institutions. All payments shall be in United States currency.

- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- H. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the ten (10) year period established above in Article III.B. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. Subject to the limits of The Oregon Tort Claims Act, GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.
- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage

for not less than \$2,000,000 per occurrence.

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$2,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. One copy of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- R. Severability. CITY and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and

obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

**INSERT GRANTEE CONTACT NAME & TITLE
INSERT GRANTEE ADDRESS
INSERT GRANTEE CONTACT PHONE NUMBER
INSERT GRANTEE CONTACT E-MAIL ADDRESS**

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

**INSERT CITY PM CONTACT NAME & TITLE
INSERT CITY PM ADDRESS
INSERT CITY PM CONTACT PHONE NUMBER
INSERT CITY PM CONTACT E-MAIL ADDRESS**

SIGNATURES:

CITY OF PORTLAND

GRANTEE

Name: **INSERT CITY
SIGNATORY**
Title: **INSERT CITY
SIGNATORY TITLE**
City of Portland, Oregon

Name: **INSERT GRANTEE
SIGNATORY**
Title: **INSERT GRANTEE
SIGNATORY TITLE**
**INSERT GRANTEE
NAME**

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland



Amanda Fritz, Commissioner
Michael Stuhr, P.E., Administrator

1120 SW Fifth Avenue
Portland, Oregon 97204-1926
Information: 503-823-7404
www.portlandoregon.gov/water



Instructions: Complete IGA template by adding information into the identified areas. If those areas require information that is not relevant to your IGA, delete only the applicable section. DO NOT DELETE ANY SECTIONS IN BLACK. THESE SECTIONS ARE CODES AND LAWS REVIEWED AND APPROVED BY CITY ATTORNEY. If you believe they are not relevant, please include a justification of why the section is not applicable and this can then be discussed with CAB and City Attorney. (DELETE this section before submitting)

INTERGOVERNMENTAL AGREEMENT

CITY OF PORTLAND AGREEMENT NO.: _____

Project Name: _____

This Intergovernmental Agreement (IGA or Agreement) is entered into by and between the City of Portland, Oregon, acting by and through its Water Bureau, hereafter called "CITY" and the *(Enter Agency's name)*, hereafter called "*(Agency Identifier)*". This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

RECITALS

[Insert the Purpose for the IGA and background information related to the work in the area listed below. Ex: The CITY has or desires to.]

- A. For purposes of *(Insert Purpose of the IGA)*.
- B. *(Add background information as needed or Delete)*
- C. The CITY Council has authorized this Agreement for the *(Add name of Project)* under Ordinance No. *(Insert Ordinance No. authorizing agreement)*. ***NOTE all IGA's over \$5,000 MUST go to City Council and be approved via Ordinance)*delete***
- D. Once an Ordinance is approved by City Council, the City of Portland Water Bureau Administrator is authorized to execute on behalf of the City an Intergovernmental Agreement with *(Enter Agency Name)* to provide *(Add type of Services)* for the Project, in accordance with this Agreements scope of work and as approved by the City Attorney's Office.
- E. The CITY desires to enter into a formal agreement with *(Agency)* in the not to exceed amount of *(ADD funding/budget)* and shall enter into a formal agreement for a period of *(Add term of Agreement)* year with *(Enter Agency)* for the *(Add Project Name)* hereafter identified as Project. Funding of *(Add funds)* is available in the Fiscal Year *(Add FY)* pending City Council approval of the final budget.

NOW, THEREFORE, THE PARTICIPANTS AGREE AS FOLLOWS:**1. SUMMARY STATEMENT OF WORK**

[Below, enter the specific services or tasks that the vendor needs to perform as part of the terms of the IGA. Brief information is sufficient since the Exhibit Statement of Work will provide the necessary details of the work require.]

The following is a summary of required tasks and services that shall be completed by the *Enter Agency's name* through this Agreement. Attached as Exhibit A, is the Statement of Work which details the required tasks and services that shall be completed by *Enter Agency's name*. Attached as Exhibit A1 is the Budget Detail that shall be used and followed by the *Enter Agency's name* throughout the term of the Agreement. *[When Project Manager submits the draft IGA to CAB for review, submit the necessary Exhibits as part of the review package]*

A.

B.

2. TERM

Work shall commence on the effective date of this Agreement. The effective date of this Agreement shall be *(add month/date/year)*. The expiration date of this Agreement shall be *(add month/date/year)*.

3. BILLING PROCEDURES AND COMPENSATION

- A. The CITY has authorized a total not to exceed amount of *(Enter \$ amount)* to fund the services required under this Agreement. Funding of *(Enter \$ amount approved this FY)* is available in the Fiscal Year *(20xx-xx)*. The CITY's Fiscal Year is defined as July 1 through June 30 of the following year. *Note: If any type of cost share is part of an Agreement or in-kind costs are associated with the total project cost this information must be identified under this section and identified clearly in the budget information which will be attached as an exhibit.*
- B. Funding for this Agreement shall only be disbursed upon the CITY's approval. In the event this Agreement is terminated pursuant to all unexpended funds shall be returned to the CITY within 60 days of said termination
- C. The CITY's policy to pay its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, *Enter Agency's name* shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <https://www.portlandoregon.gov/brfs/article/658568>.

Upon verification of the data provided, the Payment Authorization Agreement shall authorize the City to deposit payment for services rendered directly into *Enter Agency's name* accounts with financial institutions. All payments shall be in United States currency. Payment of any invoice, however, does not preclude the Collaborator from later determining that an error in payment was made and from withholding the disputed sum from the next monthly payment until the dispute is resolved.

- D. By the 15th of the month following the end of the previous month after the effective date, the *Enter Agency's name* shall submit to the CITY an invoice for work performed during the previous month. Each invoice shall identify the tasks that have been completed per the terms of this Agreement. *(If in-kind services is included language will be added to provide information to the invoice that identifies the in-kind expenses used for the month. If payments will not be monthly but will be quarterly etc. replace monthly with appropriate billing cycle).*
- E. Invoices shall only be submitted to the Portland Water Bureau Finance Office electronically. Email address is as follows: wbaps@portlandoregon.gov
- F. *[Add any special compensation provisions for distribution of funds to Agency, i.e. the premises must be inspected prior to submitting an invoice, an audit should be completed etc. If not relevant: delete]*
- G. *(Enter Agency's name)* shall fully cooperate with a CITY Audit of the records at any time. *(Enter Agency's name)* shall also fully cooperate with an audit to account for all expenses if necessary.
- H. *If In-kind services is a part of the agreement include; if no In-kind services: Delete this section)* The CITY and *(Enter Agency's name)* shall coordinate to develop a final expenditure report reflecting total costs associated with the project upon final completion of the work. The report shall include the details with in-kind services provided by each party
- I. The CITY shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the CITY from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved. The *(Enter Agency's name)* shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the CITY to *(Enter Agency's name)*

4. NOTICES

Unless otherwise stated in this Agreement, the designees named below shall be the contact for all activities relating to the work/services to be performed under this Agreement.

Agency (Technical Contact):

(Enter Agency's information)

Name:

Address:

Phone:

Email:

CITY (Technical Contact/Project Manager):

(Enter City's information)

Name:

Address:

Phone:

Email:

Agency (Administrative):

(Enter Agency's information)

Name:

Address:

Phone:

Email:

CITY (Administrative):

(Enter City's information)

Name:

Address:

Phone:

Email:

DUNS#

DUNS#

TIN#

TIN#

(Delete DUNS and TIN if they are not relevant)

5. TERMINATION

This Agreement may be terminated by either party. The CITY on thirty (30) days written notice may terminate this Agreement. *(Enter Agency's name)* on ninety (90) days written notice may terminate this Agreement. *[Add any other special items that might contribute to the projects early termination, i.e. not receiving products, reports etc. as scheduled.]*

6. NON-DISCRIMINATION

In carrying out activities under this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age handicap, familial status or national origin. Either party shall take affirmative actions to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. ACCESS TO RECORDS

Both parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.

8. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, *(Enter Agency's name)* shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the negligent or intentionally wrongful acts of *(Enter Agency's name)*, its officers, employees and agents in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the City shall indemnify, defend, and hold harmless the *(Enter Agency's name)* from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of City, its officers, employees, and agents in the performance of this Agreement.

9. INSURANCE

(Enter Agency's name) as an agency of the State of Oregon is self-insured through the State Insurance Fund, administered by Risk Management Division, Department of Administrative Services. All *(Enter Agency's name)* personnel, officers and employees, acting within the scope of their employment are covered by ORS 30.270. *(Enter Agency's name)* is a subject employer

under the Oregon Workers' Compensations law in compliance with ORS 656.017, and shall maintain workers' compensation insurance through the duration of this Agreement.

10. SUBCONTRACTING AND ASSIGNMENT

(Enter Agency's name) shall not subcontract its work under this Agreement, with the exception of work identified in this Agreement or attached Statement of Work, without the written consent of the other party. *(Enter Agency's name)* shall assure that all subcontractors used to perform the services under this Agreement, meet the CITY'S Codes pertaining to permits, workmen's compensation, licensing, and all other requirements.

11. DISPUTES

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the *(Enter Agency's name)* or their designee and the CITY of Portland Water Bureau Administrator or their designee for resolution.

12. OREGON LAWS AND FORUM

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the CITY and *(Enter Agency's name)* arising under this contract or out of work performed under this contract shall occur, in the state courts, in the Multnomah County Court having jurisdiction thereof and if in the federal Courts, in the United States District Court for the State of Oregon.

13. FUNDS AVAILABLE AND AUTHORIZED

The CITY certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within current appropriation and limitation. In the event of any extension or non-appropriation, the CITY shall notify *(Enter Agency's name)* its intent to terminate this Agreement.

14. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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. Without limiting the generality of the foregoing, parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) Oregon's Public Records Act; (iv) the Americans with Disabilities Act of 1990 and ORS 659A.142; (v) all regulations and administrative rules established pursuant to the foregoing laws; (vi) Any applicable sections of ORS Chapter 279, and (vii) all other

applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

16. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

17. NO THIRD PARTY BENEFICIARY

The CITY and (*Enter Agency's name*) are the only parties to this Agreement and such are the only parties entitled to enforce its terms. Nothing contained in this Agreement 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. 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.

19. AMENDMENTS

The CITY and (*Enter Agency's name*) may amend this Agreement at any time only by written amendment executed by the CITY and (*Enter Agency's name*). The CITY of Portland Water Bureau Administrator, upon approval by CITY Council, is authorized to approve amendments for the CITY to this Agreement that do not increase the total contract amount above 25% of the original Agreement amount. The (*Enter Agency's name*) shall submit a written request to the CITY's Technical Contact/Project Manager prior to any amendments to the Agreement. Any amendment to the Agreement shall require the signature of both parties approving authorities.

20. OWNERSHIP OF DOCUMENTS

- A. The CITY and (*Enter Agency's name*) shall jointly own any and all data, documents, plans copyrights, specifications, working papers, and any other materials produced in connection with this Agreement.
- B. (*Enter Agency's name*) upon request by the CITY shall provide the CITY copies of the materials referred to above, including any electronic files containing the materials.
- C. Each Party is free to publish the information and data developed by the study; and Intellectual Property: No intellectual property is expected to be developed under the research effort. A copy of the data and the reports provided for in the Statement of Work

section of this Agreement shall be delivered to CITY at the end of the term of this Agreement.

21. SEVERABILITY/SURVIVAL

If any of the provisions contained in this Agreement 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 Agreement for any cause.

22. CONFLICTS OF INTEREST

No CITY Officer or employee, during their tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof. No board of director member or employee of (*Enter Agency's name*), during their tenure or for one year thereafter, shall have any direct financial interest in the Agreement or the proceeds thereof. No CITY Officer or employees who participated in the award of this agreement shall be employed by (*Enter Agency's name*) Program Development and Evaluation Services during this Agreement.

23. CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which (*Enter Agency's name*), is jointly liable with the CITY (or would be if joined in the Third Party Claim), (*Enter Agency's name*), shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the CITY in such proportion as is appropriate to reflect the relative fault of on the one hand and of the (*Enter Agency's name*) on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of on the one hand and of the CITY on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. (*Enter Agency's name*) contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

24. COUNTERPARTS

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.

(Administrator only has Authority if approved via Ordinance. Any IGA that doesn't require council (\$5,000 or less) requires the Chief Procurement Officers signature. (delete)

CITY OF PORTLAND

APPROVED AS TO FORM:

{Approving Authority}
City Procurement Officer OR
Portland Water Bureau Administrator

City of Portland
City Attorney

Date

Date

(ENTER AGENCY'S NAME)

(Enter Agency's Signing Authority's Name)

Date

[Insert any of the Agency's required signature blocks here, i.e. Agency Attorney etc.]

189216

Exhibit A

INTERGOVERNMENTAL AGREEMENT

(ADD SCOPE OF WORK IF NOT INCORPORATED UNDER SCOPE OF WORK ABOVE)

INTERGOVERNMENTAL AGREEMENT

Exhibit A1

(ATTACH BUDGET DETAIL OR FUNDING INFORMATION)