

**Exhibit A**  
**COMMUNITY STEWARDSHIP GRANT AGREEMENT FY 21-22**  
**Bureau of Environmental Services, City of Portland**

**Agreement No.:** \_\_\_\_\_

This grant agreement ("this Agreement") is by and between the City of Portland ("City"), acting by and through the Bureau of Environmental Services ("BES") and its elected officials, and **[Insert Grantee name here]** ("Grantee"), on behalf of the **[Insert Project Name here]** project. The City's Project Manager is Daryl Houtman. This Agreement shall become effective upon execution by all parties. This Agreement shall expire, unless otherwise terminated or extended as provided herein, on June 30, 2021.

City will provide Grantee with Stewardship Grant Funds up to a total of **[\$[Insert dollar amount here]** in accordance with this Agreement.

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**GENERAL PROVISIONS**

**1. Grant Award and Compensation**

Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below and in accordance with this Agreement. 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 the Project Scope without written approval from the 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 Agreement have commenced or arisen or will commence or arise prior to the effective date of this Agreement.

**2. Billing and Payments**

- (a) Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Agreement Number, Date of Invoice, Project Name, List of Payment Items with corresponding receipts, List of Tasks for 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.
- (b) If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required work or services, or perform as required by the Agreement, then City may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require Grantee to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grantee, require Grantee to fully refund any or all grant funds received, or any combination thereof.
- (c) Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and may not be used for any other purpose.

**3. Termination**

- (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 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee, as applicable, shall commence cure within the 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 work product, such as documents, data, studies, and reports prepared by Grantee under this Agreement, shall, at the option of City, become the property of City. 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 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.

#### **4. 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.

#### **5. 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, Grantee shall remain obligated for full performance hereunder and the 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.

#### **6. Independent Contractor Status**

Neither Grantee nor its subgrantees, contractors, or employees are 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.

#### **7. Work Product and Record**

All work Grantee performs under this Agreement shall be considered a public record. Grantee shall provide City 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 final report.

**8. Indemnity**

- (a) Claims for Other than Professional Liability. Grantee shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees, subcontractors, agents, or employees under this Agreement.
- (b) Claims for Professional Liability. Grantee shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Grantee or their subgrantees, subcontractors, agents, or employees in the performance of services under this Agreement.

**9. Governing Law**

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between City and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if 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.

**10. Compliance with Laws**

In connection with its activities under this Grant, Grantee and all persons, subgrantees, and subcontractors 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. If Grantee is a 501(c)(3) organization, it shall maintain its nonprofit and tax-exempt status during this Agreement.

**11. Insurance**

During the term of this Agreement, Grantee shall maintain in force at its own expense each insurance noted below, and insurance shall apply to the acts and omissions of Grantee. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. Failure to maintain this insurance shall be cause for immediate termination of this Agreement by City.

- (a) Workers' Compensation insurance. Grantee and all persons working under this Agreement are subject employers under the Oregon workers compensation law. Grantee shall provide workers' compensation insurance for all its subject workers. A certificate of insurance must be attached to this Agreement. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this Agreement as proof of that certification.
- (b) General Liability insurance. Commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per-occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000. Grantee shall have all participants sign the Liability Waiver provided by BES.

Required:  or Waived by BES: \_\_\_\_\_

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required: \_\_\_\_\_ or Waived by BES: \_\_\_\_\_

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.

- (e) Additional Insured. The liability insurance coverages, except workers' compensation, 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 activities to be performed, or products or services to be provided. 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.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall furnish acceptable insurance certificates, including Additional Insured endorsement form(s) and all other relevant endorsements, to the City at the time of signed Agreement submission. The certificate will specify all of the parties who are endorsed on the policy as Additional Insureds, 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, and shall provide that coverage applies to claims between insureds on the policy.
- (g) Subgrantees or subcontractors. Upon request, Grantee shall provide evidence that any subgrantee or subcontractor, if any, performing work or providing goods or service under the Agreement has the same types and amounts of coverages as required herein or that the subgrantee or subcontractor is included under the Grantee's policies.

**PROJECT SCOPE**

**A. Project Representatives**

Each party has designated an individual to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Grantee will fulfill its obligations under this section.

<u>CITY</u>	<u>GRANTEE</u>
Name: Daryl Houtman	Name: <span style="background-color: yellow;">[Insert Grantee info here]</span>
Address: 1120 SW Fifth Avenue, Suite 613 Portland, OR 97204	Address:
Phone: 503-823-1849	Phone:
Email: <a href="mailto:daryl.houtman@portlandoregon.gov">daryl.houtman@portlandoregon.gov</a>	Email:

**B. Project Description**

1. Project Goals
2. Scope of Work and Duties Performed
3. Work Site(s)

**C. Timeline**

**D. Budget**

Activity/Expense	Amount
<b>Materials/Supplies</b>	
<b>Materials/Supplies Total: \$</b>	
<b>Refreshments (\$500 max.)</b>	
Work Party Snacks	
<b>Refreshments Total: \$</b>	
<b>Professional Services</b>	
Number of hours / Pay rate = Project Coordinator	
Number of hours / Pay rate = Contracted Services	
Administrative Fees	
(Value of Stipend/Youth/Event) Youth Stipend	
Insurance	
Permits	
Other:	
<b>Professional Services Total: \$</b>	
<b>Grand Total: \$</b>	

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 amendments to the Agreement, by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND**

**GRANTEE**

By: \_\_\_\_\_  
 Michael Jordan, Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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City Attorney

DRAFT

**Exhibit B**  
**COMMUNITY STEWARDSHIP GRANT AGREEMENT FY 21-22**  
**Bureau of Environmental Services, City of Portland**

**Agreement No.:** \_\_\_\_\_

This grant agreement ("this Agreement") is by and among the City of Portland ("City"), acting by and through the Bureau of Environmental Services ("BES") and its elected officials, **[Insert Grantee name here]** ("Grantee") and **[Insert Fiscal Agent name here]** ("Fiscal Agent") on behalf of the **[Insert Project Name here]** project. The City's Project Manager is Daryl Houtman. This Agreement shall become effective upon execution by all parties. This Agreement shall expire, unless otherwise terminated or extended as provided herein, on June 30, 2021.

City will provide Fiscal Agent with Stewardship Grant Funds up to a total of **[\$[Insert dollar amount here]** in accordance with this Agreement.

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**GENERAL PROVISIONS**

**1. Grant Award and Compensation**

Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below and in accordance with this Agreement. Fiscal Agent agrees to receive grant funds on behalf of Grantee and to disburse those funds to Grantee in accordance with this Agreement and all applicable laws and regulations. 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 the Project Scope without written approval from the 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 Agreement have commenced or arisen or will commence or arise prior to the effective date of this Agreement.

**2. Billing and Payments**

- (a) Fiscal Agent must submit to the City Project Manager an invoice that includes the following: Name and Address of Fiscal Agent, Agreement Number, Date of Invoice, Project Name, List of Payment Items with corresponding receipts, List of Tasks for 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.
- (b) If for any reason Grantee or Fiscal Agent receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then City may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require Grantee to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grantee, require Grantee to fully refund any or all grant funds received, or any combination thereof.
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- (a) Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee or Fiscal Agent uses grant funds outside of the scope of this Agreement, or if Grantee or Fiscal Agent 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 or Fiscal Agent, as applicable, 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 through Fiscal Agent. 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 Fiscal Agent or 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. Fiscal Agent and 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 Fiscal Agent or Grantee.
- (e) Termination by Agreement or for Convenience of City. City, Fiscal Agent 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 and Fiscal Agent 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.

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#### **5. Subcontracts and Assignment**

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#### **6. Independent Contractor Status**

Fiscal Agent, Grantee, and their subgrantees, 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.

#### **7. Work Product and Record**

All work Fiscal Agent and Grantee perform under this Agreement shall be considered a public record. Grantee and, as appropriate, Fiscal Agent shall provide City a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials Grantee or Fiscal Agent produces in

connection with this Agreement. On completion or termination of the Agreement, Grantee and Fiscal Agent shall deliver a copy of these materials to the City Project Manager, with final report.

**8. Indemnity**

- (a) Claims for Other than Professional Liability. Grantee and Fiscal Agent shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or Fiscal Agent or their subgrantees, subcontractors, agents or employees under this Agreement.
- (b) Claims for Professional Liability. Grantee and Fiscal Agent shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or Fiscal Agent or their subgrantees, subcontractors, agents or employees in the performance of services under this Agreement.

**9. Governing Law**

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between City and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if 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.

**10. Compliance with Laws**

In connection with its activities under this Grant, Grantee and Fiscal Agent and all persons, subgrantees or subcontractors 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. If Grantee or Fiscal Agent are a 501(c)(3) organization, they shall maintain their nonprofit and tax-exempt status during this Agreement.

**11. Insurance**

During the term of this Agreement, Fiscal Agent shall maintain in force at its own expense each insurance noted below, and Fiscal Agent's insurance shall apply to the acts and omissions of Fiscal Agent and Grantee. Fiscal Agent agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. Failure to maintain this insurance shall be cause for immediate termination of this Agreement by the City.

- (a) Workers' Compensation insurance. Fiscal Agent and Grantee and all persons working under this Agreement are subject employers under the Oregon workers compensation law and Fiscal Agent shall provide workers' compensation insurance for all Fiscal Agent's and Grantee's subject workers. A certificate of insurance must be attached to this Agreement. If Fiscal Agent and Grantee qualify as non-subject employers, this certification shall be maintained with this Agreement as proof of that certification.
- (b) General Liability insurance. Commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per-occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000. Grantee shall have all participants sign the Liability Waiver provided by BES.

Required:  or Waived by BES: \_\_\_\_\_

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required:  or Waived by BES: \_\_\_\_\_

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Additional Insured. The liability insurance coverages, except workers' compensation, 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 activities to be performed, or products or services to be provided. 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
- (f) Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Fiscal Agent shall furnish acceptable insurance certificates, including Additional Insured endorsement form(s) and all other relevant endorsements, to the City at the time Fiscal Agent returns the signed Agreement. The certificate will specify all of the parties who are endorsed on the policy as Additional Insureds, 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, and shall provide that coverage applies to claims between insureds on the policy.
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**PROJECT SCOPE**

**A. Project Representatives**

Each party has designated an individual to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Grantee will fulfill its obligations under this section for itself and on behalf of Fiscal Agent.

<b><u>CITY</u></b>	<b><u>GRANTEE</u></b>
Name: Daryl Houtman	Name: <span style="background-color: yellow;">[Insert Grantee info here]</span>
Address: 1120 SW Fifth Avenue, Suite 613 Portland, OR 97204	Address:
Phone: 503-823-1849	Phone:
Email: <a href="mailto:daryl.houtman@portlandoregon.gov">daryl.houtman@portlandoregon.gov</a>	Email:

**B. Project Description**

1. Project Goals
  
2. Scope of Work and Duties Performed

3. Work Site(s)

**C. Timeline**

**D. Budget**

Activity/Expense	Amount
<b>Materials/Supplies</b>	
<b>Materials/Supplies Total: \$</b>	
<b>Refreshments (\$500 max.)</b>	
Work Party Snacks	
<b>Refreshments Total: \$</b>	
<b>Professional Services</b>	
Estimated number of hours x Pay rate = Project Coordinator	
Estimated number of hours x Pay rate = Contracted Services	
Administrative Fees	
(Stipend Amount x # of Stipends	
Insurance	
Permits	
Other:	
<b>Professional Services Total: \$</b>	
<b>Grand Total: \$</b>	

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**CITY OF PORTLAND**

**GRANTEE**

By: \_\_\_\_\_  
Michael Jordan, Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FISCAL AGENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

DRAFT

**Exhibit C**  
**COMMUNITY STEWARDSHIP GRANT AGREEMENT FY 21-22**  
**Bureau of Environmental Services, City of Portland**

**Agreement No.:** \_\_\_\_\_

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period, Grantee or Fiscal Agent, as applicable, 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 through Fiscal Agent. 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 Fiscal Agent or 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. Fiscal Agent and 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 Fiscal Agent or Grantee.
- (e) Termination by Agreement or for Convenience of City. City, Fiscal Agent 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 and Fiscal Agent 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.

#### **4. 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 and Fiscal Agent shall immediately refund to City any unexpended grant funds received by Grantee and Fiscal Agent.

#### **5. 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, Grantee shall remain obligated for full performance hereunder, and the 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.

#### **6. Independent Contractor Status**

Fiscal Agent, Grantee, and their subgrantees, 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.

#### **7. Work Product and Record**

All work Fiscal Agent and Grantee perform under this Agreement shall be considered a public record. Grantee and, as appropriate, Fiscal Agent shall provide City a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials Grantee or Fiscal Agent produces in

connection with this Agreement. On completion or termination of the Agreement, Grantee and Fiscal Agent shall deliver a copy of these materials to the City Project Manager, with final report.

**8. Indemnity**

- (a) Claims for Other than Professional Liability. Grantee and Fiscal Agent shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or Fiscal Agent or their subgrantees, subcontractors, agents or employees under this Agreement.
- (b) Claims for Professional Liability. Grantee and Fiscal Agent shall defend, save, and hold the City of Portland and its officers, agents, and employees harmless from and against all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or Fiscal Agent or their subgrantees, subcontractors, agents or employees in the performance of services under this Agreement.

**9. Governing Law**

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between City and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if 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.

**10. Compliance with Laws**

In connection with its activities under this Grant, Grantee and Fiscal Agent and all persons, subgrantees or subcontractors 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. If Grantee or Fiscal Agent are a 501(c)(3) organization, they shall maintain their nonprofit and tax-exempt status during this Agreement.

**11. Insurance**

During the term of this Agreement, Fiscal Agent shall maintain in force at its own expense each insurance noted below and Fiscal Agent's insurance shall apply to the acts and omissions of Fiscal Agent. Fiscal Agent's insurance shall also apply to the acts and omissions of Grantee unless Fiscal Agent provides evidence of Grantee's own insurance of the same types and amounts required by this section. Fiscal Agent and, if applicable, Grantee agree to maintain continuous, uninterrupted coverage for the duration of this Agreement. Failure to maintain this insurance shall be cause for immediate termination of this Agreement by City.

- (a) Workers' Compensation insurance. Workers' compensation insurance for all of Fiscal Agent's and Grantee's subject workers. Fiscal Agent and Grantee and all persons working under this Agreement are subject employers under the Oregon workers compensation law. If Fiscal Agent and Grantee qualify as non-subject employers, this certification shall be maintained with this Agreement as proof of that certification.
- (b) General Liability insurance. Commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per-occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000. Grantee shall have all participants sign the Liability Waiver provided by BES.

Required:  X  or Waived by BES: \_\_\_\_\_

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required:  X  or Waived by BES: \_\_\_\_\_

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Additional Insured. The liability insurance coverages, except workers' compensation, 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 activities to be performed, or products or services to be provided. 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
- (f) Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Fiscal Agent shall furnish acceptable insurance certificates, including Additional Insured endorsement form(s) and all other relevant endorsements, to the City at the time Fiscal Agent returns the signed Agreement. The certificate will specify all of the parties who are endorsed on the policy as Additional Insureds, 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, and shall provide that coverage applies to claims between insureds on the policy.
- (g) Subgrantees or subcontractors. Upon request, Fiscal Agent shall provide evidence that any subgrantee or subcontractor performing work or providing goods or service under the Agreement has the same types and amounts of coverages as required herein or that the subgrantee or subcontractor is included under Fiscal Agent's policies.

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### PROJECT SCOPE

#### **A. Project Representatives**

Each party has designated an individual to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Grantee will fulfill its obligations under this section for itself and on behalf of Fiscal Agent.

#### CITY

Name: Daryl Houtman  
Address: 1120 SW Fifth Avenue, Suite 613  
Portland, OR 97204  
Phone: 503-823-1849  
Email: [daryl.houtman@portlandoregon.gov](mailto:daryl.houtman@portlandoregon.gov)

#### GRANTEE

Name: [Insert Grantee info here]  
Address:  
Phone:  
Email:

#### **B. Project Description**

1. Project Goals
  
  
2. Scope of Work and Duties Performed

3. Work Site(s)

**C. Timeline**

**D. Budget**

Activity/Expense	Amount
<b>Materials/Supplies</b>	
<b>Materials/Supplies Total: \$</b>	
<b>Refreshments (\$500 max.)</b>	
Work Party Snacks	
<b>Refreshments Total: \$</b>	
<b>Professional Services</b>	
Estimated number of hours x Pay rate = Project Coordinator	
Estimated number of hours x Pay rate = Contracted Services	
Administrative Fees	
(Stipend Amount x # of Stipends	
Insurance	
Permits	
Other:	
<b>Professional Services Total: \$</b>	
<b>Grand Total: \$</b>	

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, Fiscal Agent and Grantee may conduct this transaction, including any amendments to the Agreement, by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND**

**GRANTEE**

By: \_\_\_\_\_  
Michael Jordan, Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FISCAL AGENT**

Approved as to form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Exhibit D**

**INTERGOVERNMENTAL AGREEMENT**

Agreement No. \_\_\_\_\_

This Intergovernmental Agreement (IGA) is entered into by and between the City of Portland hereafter called "CITY" and the *(insert Agency name)* hereafter called "AGENCY".

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

**PURPOSE**

CITY and AGENCY desire to work together to <DESCRIBE WORK>\_\_\_\_\_.

By this IGA, CITY agrees to provide the necessary personnel, equipment and expertise to perform the services identified in the Statement of Work, and AGENCY agrees to reimburse CITY 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 the date of execution by both parties. Unless earlier terminated or extended, this IGA shall expire on *(insert date)*.
- 2. Statement of Work. The scope of work, (the "Work") including the delivery schedule and budget for such Work, is identified in the STATEMENT OF WORK below. CITY agrees to perform the Work in accordance with the terms and conditions of this IGA.
- 3. Consideration. AGENCY agrees to pay CITY a sum not to exceed \$ \_\_\_\_\_ 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.

**CITY**

**AGENCY**

Project Manager: Daryl Houtman  
 Organization: City of Portland  
 Address: 1120 SW Fifth Ave., Suite 1000  
 Portland, OR 97204  
 Phone: (503) 823-1849  
 Email: daryl.houtman@portlandoregon.gov

Project Manager:  
 Organization:  
 Address:  
 Phone:  
 Email:

- 5. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from AGENCY'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. CITY shall submit itemized invoices to AGENCY for reimbursement of services performed; noting the project number, CITY and AGENCY contract numbers, and the allocation of costs in accordance with line items identified in the corresponding Work.
- B. Non-itemized or incomplete billings shall be detained for payment processing until CITY has supplied correct information to AGENCY.
- C. CITY shall submit to AGENCY a quarterly invoice for costs incurred during the preceding quarter period no later than 45 days following the end of that performance period.
- D. Invoices shall be submitted in duplicate, identifying the CITY and AGENCY contract numbers to:

*(Project Manager's name)*  
*(Agency name)*  
*(address)*

AGENCY 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 AGENCY 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.

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 or 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 AGENCY.
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. CITY and AGENCY 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.

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## **STATEMENT OF WORK**

### **Scope of Work**

### **Schedule**

### **Budget**

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This IGA 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 AGENCY may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

***(NAME OF OTHER AGENCY) SIGNATURES:***

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IGA No. \_\_\_\_\_

IGATitle: \_\_\_\_\_

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney