CITY OF PORTLAND GRANT AGREEMENT NO. [AGREEMENT NUMBER] for 2022 COMMUNITY RESILIENCE AND CAPACITY BUILDING GRANT with [GRANTEE LEGAL NAME]



This Grant Agreement ("Agreement") is between the City of Portland, Oregon ("City") and [GRANTEE LEGAL NAME] ("Grantee") in an amount not to exceed \$[GRANT AMOUNT] to fund the project, "[GRANTEE PROJECT NAME]". This Agreement may refer to the City and Grantee individually as a "Party" or collectively as "the Parties".

RECITALS:

WHEREAS, to further its government operations, the 2022 Community Resilience and Capacity Building Grant [DESCRIBE THE PURPOSE OF THIS SPECIFIC GRANT]

WHEREAS, [ADD DETAILS OF AUTHORITY TO ISSUE GRANTS]

WHEREAS, the applications were selected through a competitive process. [ADD DETAILED INFORMATION ABOUT THE SELECTION PROCESS OF GRANTEES].

WHEREAS, Grantee was selected as one of the [TOTAL NUMBER OF SELECTED ORGANIZATIONS] recommended to be awarded a grant to its [GRANTEE PROJECT NAME]. Grantee, founded in [YEAR], is a [BRIEFLY DESCRIBE THE ORGANIZATION, ITS MISSION/VALUES, FOCUSED COMMUNITIES, TYPE OF WORK, ETC].

WHEREAS, [BRIEFLY DESCRIBE THE PROGRAM/PROJECT INTENDED TO BE FUNDED AND ITS FOCUS, AND HOW IT FOSTERS OR ALIGNS WITH THE MISSION OF THE GRANT PROGRAM].

WHEREAS, Grantee's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

WHEREAS, in accordance with [BRIEFLY DESCRIBE FUNDING SOURCE], the City now desires to make a grant award to Grantee in an amount not-to-exceed \$[GRANT AMOUNT].

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

SECTION 1 SCOPE OF WORK/OUTCOME MEASURES

Grantee agrees to implement the [GRANTEE PROJECT NAME] in <u>Attachment A – Scope of Work</u>, which is hereby incorporated by reference.

SECTION 2 AGREEMENT PERIOD

This Agreement shall become effective on [VALIDITY START DATE] and will terminate on [VALIDITY END DATE], unless otherwise extended or terminated in accordance with its terms. Expenses incurred starting [VALIDITY START DATE] are eligible expenses for the grant funds reimbursement.

SECTION 3 SPECIFIC CONDITIONS OF THE GRANT

- 3.1 <u>Publicity</u>. Grantee shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Grantee issue any news release or public announcements pertaining to this Agreement or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Grantee shall not use the City seal without specific written permission from the City Auditor.
 - 3.1.1 The Regional Disaster Preparedness Organization (RDPO) requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of this Agreement. Unless otherwise advised in writing, an acknowledgment of RDPO support must appear on all materials publicizing or resulting from this Agreement activities. RDPO Logo and credit line should also be used in acknowledging its support whenever possible.
 - 3.1.1.1 Logo. City Grant Manager, or assigned program staff, shall provide a current logo, with correct spacing, color or black and white to Grantee upon request.
 - 3.1.1.2 <u>Policy Statement</u>. The acknowledgement of RDPO support must also include the following statement:

"Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland and the Regional Disaster Preparedness Organization."

The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.

3.1.1.3 <u>Credit Lines</u>. Grantee shall use the following credit line when a portion of the funding for the program/project comes from RDPO:

"The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the Regional Disaster Preparedness Organization."

Grantee shall use the following credity line when all funding for the program/project comes from RDPO:

"The [title of this project/program] has been made possible through funding entirely by the Regional Disaster Preparedness Organization."

3.2 <u>City Grant Manager</u>. City hereby appoints [NAME OF CITY GRANT MANAGER] to act as its City Grant Manager with regard to this Agreement. City may, from time to time, designate another person to act as the City Grant Manager and will inform Grantee in writing of any

change in Grant Manager.

[NAME OF CITY GRANT MANAGER] City of Portland, Portland Bureau of Emergency Management [CITY PROGRAM NAME] 9911 SE Bush St, Portland, OR 97266 [CITY GRANT MANAGER PHONE] [CITY GRANT MANAGER EMAIL]

3.3 <u>Grantee Project Manager</u>. Grantee hereby appoints [NAME OF GRANTEE PROJECT MANAGER] to act as its Project Manager regarding 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.

[NAME OF GRANTEE PROJECT MANAGER] [GRANTEE LEGAL NAME] [GRANTEE STREET ADDRESS] [GRANTEE CITY STATE ZIP] [GRANTEE PHONE] [GRANTEE EMAIL]

- 3.4 <u>Billings/Invoices/Payment</u>. The City Grant 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. The Final Invoice, using <u>Attachment C Invoice</u> <u>Template</u> is due no later than 30 days after the grant termination date.
- 3.5 <u>Report</u>. Grantee will complete and submit to the City Grant Manager the Progress Report, using <u>Attachment C</u>, no later than 30 days after the grant termination date.

SECTION 4 PAYMENTS

- 4.1 City will fund the work described in <u>Attachment A– Scope of Work</u> in an amount not-to-exceed the grant award of \$[GRANT AMOUNT]. This is a cost reimbursable grant, meaning Grantee will only be reimbursed for eligible expenses incurred. Payment shall be issued by the City net 10 Calendar Days monthly from receipt of a complete and acceptable invoice from Grantee. Invoices should substantially resemble <u>Attachment C Invoice Template</u>, include expense line items per approved budget, and be submitted to the City Grant Manager for approval.
- 4.2 Grantee shall operate the program as described in <u>Attachment A Scope of Work</u> and expend funds in accordance with the approved budget (<u>Attachment B</u>), unless the Grantee receives prior written approval from the City's Grant Manager to modify the program or the budget. Requests for payment must be made using Invoice template (<u>Attachment C</u>). Backup documentation to support eligible expenses is also required to be submitted by Grantee with each invoice. Examples of backup documentation include, but is not limited to payroll reports, timesheets, invoices, meeting agendas, sign in sheets, copies of checks, etc.
- 4.3 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.

- 4.4 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.
- 4.5 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.
- 4.6 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 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 <u>5.9 Records and Audits</u> for retention period.
- 4.7 <u>Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates</u> 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 <u>ORS 279C.800 through 279C.870</u> and any other applicable prevailing wage requirements contained in <u>ORS 279C</u>, Oregon administrative rules, or City code.
- 4.8 <u>Prevailing wage indemnity</u>. 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 <u>ORS 279C.800 TO 279C.870</u> AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

SECTION 5 GENERAL GRANT PROVISIONS

- 5.1 <u>Cause for Termination; Cure</u>. 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 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.
- 5.2 <u>No Payment or Further Services Authorized During Cure Period</u>. 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.
- 5.3 <u>Termination for Cause</u>. 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.

- 5.4 <u>Penalty for Termination for Cause</u>. 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.
- 5.5 <u>Termination by Agreement or for Convenience of City</u>. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon 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.
- 5.6 <u>Changes in Anticipated Services</u>. 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.
- 5.7 <u>Amendment</u>. The City 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, or as otherwise delegated by City ordinance. 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.
- 5.8 <u>Non-discrimination; Civil Rights</u>. 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 ensure 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 other agreements for work funded under this Agreement, except agreements governed by <u>Section 104 of Executive Order 11246</u>.

5.9 <u>Records and Audits</u>

- 5.9.1 <u>Records Retention</u>. Grantee shall maintain current financial records in accordance with <u>Generally Accepted Accounting Principles (GAAP)</u>. Grantee agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of 10 years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
- 5.9.2 <u>City Audits</u>. City, either directly or through a designated representative, may conduct

financial and performance audits of Grantee's records related to this Agreement at any time in the course of the Agreement and during the records retention period listed above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in <u>Government Auditing Standards</u> by the Comptroller General of the United States Government Accountability Office.

5.9.3 <u>Access to Records</u>. City may examine, audit and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Grantee shall make copies of applicable records available upon City's request.

5.10 <u>Public Records</u>

- 5.10.1 <u>Public Records Act</u>. City is subject to Oregon public records law. All documents and information submitted by Grantee to City may be deemed public records subject to public disclosure pursuant to Oregon public records law.
- 5.10.2 <u>Submission of Confidential Records</u>. Grantee shall contact City's Grant Manager before submitting confidential information to City. If the Grantee determines that it is necessary to submit confidential documents and information to City, the Grantee shall identify, highlight, and segregate any information that is identified as confidential from information that is not exempt. Grantee shall identify applicable exemptions under the <u>Oregon Public Records Act</u>. Information that has not been properly marked as confidential by Grantee may be disclosed by City in response to a public records request.
- 5.10.3 <u>No Warranty or Representation of Confidentiality</u>. City makes no warranty or representation as to the confidentiality of Grantee's documents or information submitted to City whether or not the documents or information are identified as confidential by Grantee. Documents or information identified by Grantee as confidential may be disclosed by City if City determines, in its sole discretion, that the Grantee's documents or information are subject to disclosure under Oregon public records law. In the event City receives a public records request applicable to Grantee's documents or information, City will make an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by Grantee.
- 5.10.4 <u>Acknowledgement and Waiver.</u> Grantee acknowledges by its signature below that all documents and information submitted to City by Grantee may be subject to public disclosure upon City's determination that Grantee's documents or information are subject to disclosure under public records law, upon an order of the Multnomah County District Attorney, or upon an order of a court. Grantee is advised to consult Grantee's legal counsel regarding the applicability of Oregon public records law to Grantee documents and information submitted to City.
- 5.11 <u>Indemnification</u>. 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.
- 5.12 <u>Insurance</u>. 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.

5.12.1 <u>Commercial General Liability Insurance</u>. Grantee shall maintain commercial general liability ("CGL") 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 \$1,000,000 per occurrence.

□ Required and attached □ Reduced by Authorized Bureau Director □ Waived by Authorized Bureau Director

5.12.2 <u>Automobile Liability Insurance</u>. Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 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.

□ Required and attached □ Reduced by Authorized Bureau Director □ Waived by Authorized Bureau Director

5.12.3 <u>Workers' Compensation</u>. (*03/22) Grantee shall comply with Oregon workers' compensation law, <u>Chapter 656 of the Oregon Revised Statutes</u> as it may be amended. If Grantee is required by <u>Chapter 656 of the Oregon Revised Statutes</u> to carry workers' compensation insurance, Grantee shall acquire workers' compensation coverage for all subject workers as defined by <u>Chapter 656 of the Oregon Revised Statutes</u> and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Agreement. Grantee shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

□ Required and attached □ Proof of exemption (Complete Independent Grantee Certification Statement)

5.12.4 Physical abuse and sexual molestation liability. (*03/22) Grantee shall acquire, at Grantee's expense and keep in effect during the term of this Contract, Physical abuse and sexual molestation liability insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the City covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1 million per occurrence. Any annual aggregate limit shall not be less than \$3 million. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

□ Required and attached □ Reduced by Authorized Bureau Director □ Waived by Authorized Bureau Director

- 5.12.5 <u>Additional Insured</u>. 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.
- 5.12.6 <u>Continuous Coverage; Notice of Cancellation</u>. 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 30 days written notice from Grantee to City. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without 30 days written notice from Grantee to City. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without 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.
- 5.12.7 <u>Certificate(s) of Insurance</u>. 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 <u>under the Agreement or initial payment of grant funds</u>. 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 <u>Oregon Tort Claims Act (ORS 30.260 to 30.300</u>).
- 5.13 <u>Grantee's Contractor; Non-Assignment</u>. 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.
- 5.14 <u>Independent Contractor Status</u>. 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

[GRANTEE LEGAL NAME] Page 8 of 17 applicable to payments hereunder.

- 5.15 <u>Conflict of Interest</u>. No City officer or employee, during his or her tenure or for two 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.
- 5.16 <u>Oregon Laws and Forum</u>. 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.
- 5.17 <u>Compliance with Law</u>. 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.
- 5.18 <u>Severability</u>. 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.
- 5.19 <u>Merger</u>. 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.
- 5.20 <u>Program and Fiscal Monitoring</u>. City shall monitor on an as-needed basis to enssure 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.
- 5.21 <u>Third Party Beneficiaries</u>. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- 5.22 <u>Electronic Transaction; Counterparts</u>. 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.
- 5.23 Notices to Grantee: Notices to Grantee under this Grant Agreement shall be sent to Grantee at the following address:

[NAME OF GRANTEE REPRESENTATIVE] [GRANTEE LEGAL NAME] [GRANTEE MAILING STREET ADDRESS] [GRANTEE CITY STATE ZIP] [GRANTEE PHONE]

5.24 Notices to Grantor: Notices to Grantor under this Grant Agreement shall be sent to City at the following address:

[NAME OF CITY PROJECT MANAGER] City of Portland, Portland Bureau of Emergency Management [CITY PROGRAM NAME] 9911 SE Bush St Portland, OR 97266 [CITY PHONE]

Date

Grantee

Authorized Signature

Printed Name and Title

Address: Phone: Email:

Agreement # [AGREEMENT NUMBER] [GRANT PROGRAM NAME]

Agreement Number: [AGREEMENT NUMBER]

Agreement Title: [AGREEMENT NAME]

CITY OF PORTLAND SIGNATURES	
By: Bureau Director	Date: _
By: Chief Procurement Officer	Date:
By: Elected Official	Date:
Approved:	
By: Office of City Auditor	Date:
Approved as to Form:	
By: Office of City Attorney	Date:

Attachment A – Scope of Work

SECTION 1 SUMMARY

SECTION 2 DESCRIPTION OF SERVICES

SECTION 3 TASKS AND DELIVERABLES

The individual Deliverables are described in more detail below:

3.1 Task 1.

Deliverable 1: . Acceptance Criteria: .

3.2 Task 2:

Deliverable 2: . Acceptance Criteria: .

SECTION 4 PROJECT SCHEDULE

The detailed Project schedule is shown below. The entire Project shall be completed no later than [VALIDITY END DATE].

	Task Description	Expected Completion Date
Task 1		
Task 2		

SECTION 5 PROJECT MANAGEMENT

- 5.1 <u>Funding</u>. This project is funded through [Funding Source].
- 5.2 <u>Status Reports.</u> Grantee shall summarize activities under this Agreement in written weekly/monthly status reports submitted to the City Grant Manager. The status reports are due on the first day of the week/month and shall include summaries of all activities and Deliverables completed in the prior week/month. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.
- 5.3 <u>Place of Performance</u>. Grantee shall provide City with services at City locations as directed by the City Grant Manager. Some portions of the work will be performed at Grantee facilities as

agreed with the City Grant Manager.

5.4 Project Managers.

The City's Grant Manager will be [NAME OF CITY GRANT MANAGER]. The City may change City's Grant Manager from time to time upon written notice to Grantee. Contact information:

[NAME OF CITY GRANT MANAGER] [PROGRAM] [ADDRESS] [PHONE]

The Grantee Project Manager will be [NAME OF GRANTEE PROJECT MANAGER]. Contact information: [NAME OF GRANTEE PROJECT MANAGER] [GRANTEE LEGAL NAME] [GRANTEE STREET ADDRESS] [GRANTEE CITY STATE ZIP] [GRANTEE PHONE]

Attachment B – Project Budget



Attachment C – Invoice and Status Report Template

Vendor may choose to use a different format as long as it includes the information presented below.

Submit Invoices to: City of Portland Portland Bureau of En 9911 SE Bush Street Portland, OR 97266	nergency Manag	ement (PBEM)		
Invoice Number			Date	
Vendor				
Address				
City, State			Zip Code	
Agreement Number			Purchase Order Number	
Project Name				
Expenses Period			through	
Expenses	Agreement Budget	Year to Date Expenses	Remaining Budget	Current Amount Invoiced
Total expenses				\$
			Net Amount Due	\$
Prepared by		•		

Signature	Date	

I certify this expenses report is for appropriate and allowable costs in accordance with and as set forth by the Agreement.

Approver Name	
Approver Signature	Date

Agreement # [AGREEMENT NUMBER] [GRANT PROGRAM NAME]

STATUS REPORT

1. Key Status Indicators:

Brief description of status report:

Is there a need for changes to the If yes, please explain:	e Scope	of Work? 🗆 Yes 🛛 No.
Will target dates slip? □ Yes If yes, please explain:	□ No.	
Are there resource problems? □ If yes, please explain:	Yes	□ No.

2. Major Issues Requiring Immediate Attention:

Issue		Proposed Resolution
	,	

