

Exhibit A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Portland, Oregon, acting through its Bureau of Planning and Sustainability (City), and [DISTRICT LEGAL NAME] ([DISTRICT NAME]). This Agreement is authorized pursuant to ORS 190.010.

BACKGROUND

1. The purpose of the City's Portland Clean Energy Community Benefits Fund (PCEF) is to provide a consistent long-term funding source and oversight structure to address climate change in a way that advances racial and social justice.
2. PCEF's inaugural five-year Climate Investment Plan (CIP) was adopted by City Council in September 2023. The CIP allocates \$750 million in PCEF funds to climate programs, including \$50 million to Strategic Program 16 – Climate Friendly Public Schools to: (a) make physical improvements to public schools within the City that reduce greenhouse gas (GHG) emissions and increase climate resiliency; and (b) support student-led climate initiatives at each middle and high school within the City. These activities are expected to reduce 16,000 – 24,000 MT lifetime CO₂e emissions.
3. This funding will support [DISTRICT] goals which are [DISTRICT SPECIFIC STATEMENT]
4. This Agreement formalizes the terms and conditions under which the City distributes PCEF funds to [DISTRICT NAME] in the amount of \$[DISTRICT SPECIFIC ALLOCATION] for physical infrastructure projects which reduce greenhouse gas emissions and \$[DISTRICT SPECIFIC ALLOCATION] for student-led initiatives.

THE PARTIES AGREE

1. SCOPE OF WORK: DEVELOPMENT AND IMPLEMENTATION

[DISTRICT NAME] will develop a physical improvements proposal that complies with Exhibits A and B, incorporated by reference (Exhibit A – Scope of Work: Process and Criteria to Develop and Approve Physical Improvements Proposal) (Exhibit B – Workforce and Contractor Equity Agreement). [DISTRICT NAME] will submit its first proposal to the City within two years of the effective date of this Agreement. The City may require [DISTRICT NAME] to modify its proposal to align it with the CIP. Once the City approves a proposal, [DISTRICT NAME] will implement it in compliance with Exhibit B and report on progress as described in Exhibit C, incorporated by reference (Exhibit C – Reporting Instructions).

2. TERM

The Agreement is effective six months prior to the final signature date on this agreement. The Agreement expires five years after the effective date with the City's option to extend.

3. PAYMENT

- A. The City has authorized a total not-to-exceed amount of \$[DISTRICT SPECIFIC ALLOCATION] for physical improvements and \$[DISTRICT SPECIFIC ALLOCATION] (\$[DISTRICT SPECIFIC ALLOCATION] a year for five (5) years) for student-led climate initiatives.
- B. If this Agreement is terminated, all unexpended funds will be returned to the City within sixty (60) calendar days of said termination.
- C. Upon execution of this Agreement, [DISTRICT NAME] may request a one-time planning allocation of up to \$150,000 from the physical improvement allocation and the first year's student-led climate initiative allocation of \$[DISTRICT SPECIFIC ALLOCATION] by providing an advance invoice to the City.
- D. If [DISTRICT NAME] wishes to request an advance from the physical improvements allocation, [DISTRICT NAME] will complete the proposal process outlined in Section 1, obtain a final approval letter from the City and then may submit an advance invoice, requesting up to fifty (50%) of the approved budget. City will consider this request as it is required in order to advance the project.
- E. To request its remaining annual physical improvements allocation, [DISTRICT NAME] will:
 - i. complete the physical improvements described in its City-approved proposal,
 - ii. complete the City's reporting requirements,
 - iii. provide documentation to the City of third-party verification and commissioning (for physical improvements), and
 - iv. submit a complete reconciliation and reimbursement package containing requisite backing documentation including personnel payroll reports and paid contractor invoices with accounting for the total amount of its approved annual physical improvements allocation.
- F. To request its annual student-led climate initiatives allocation, [DISTRICT NAME] will submit an advance invoice to the City. [DISTRICT NAME] will receive \$15,000 per year for schools with middle and high school grade levels in its district, for a total annual allocation of \$[DISTRICT SPECIFIC ALLOCATION]. Consistent with the CIP, [DISTRICT NAME] is not required to submit a proposal to the City before its annual allocation is disbursed. However, student-led climate initiatives must comply with the reporting instructions in Exhibit C.
- G. The City pays its invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, [DISTRICT NAME] will execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <https://www.portlandoregon.gov/brrfs/article/658568>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for approved invoices into [DISTRICT NAME] accounts with financial institutions. All payments will be in United States currency.
- H. The City will pay all amounts to which no dispute exists within thirty (30) calendar days of receipt of the invoice and reporting package and all requisite backing documentation. 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 payment until the dispute is resolved.

- I. In accordance with Portland City Code 7.07.060 C.3., all workers being paid using PCEF funds will be paid at least 180% of the applicable state minimum wage for time worked on PCEF-funded projects.

4. RECORDS AND AUDITS

- A. Records Retention. [DISTRICT NAME] will maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). [DISTRICT NAME] agrees to maintain 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 six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
- B. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of [DISTRICT NAME]'s billings and work 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 Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- C. Access to Records. The City may examine, audit and copy [DISTRICT NAME]'s books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records will be made available upon request.
- D. Overpayment. If an audit discloses that payments to [DISTRICT NAME] were in excess of the amount to which [DISTRICT NAME] was entitled, then [DISTRICT NAME] will repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

5. PUBLIC RECORDS

- A. Public Records Act. The City is subject to Oregon public records law. All documents and information submitted by [DISTRICT NAME] to the City may be deemed public records subject to public disclosure.
- B. Submission of Confidential Records. [DISTRICT NAME] will contact the City's Project Manager before submitting confidential information to the City. If [DISTRICT NAME] determines it is necessary to submit confidential documents and information to the City, [DISTRICT NAME] will identify, highlight, and segregate any information that is identified as confidential from information that is not exempt. [DISTRICT NAME] will identify applicable exemptions under the Oregon Public Records Act. Information that has not been properly marked as confidential by [DISTRICT NAME] may be disclosed by the City in response to a public records request.
- C. No Warranty or Representation of Confidentiality. The City makes no warranty or representation as to the confidentiality of [DISTRICT NAME]'s documents or information submitted to the City whether or not the documents or information are identified as confidential

by [DISTRICT NAME]. Documents or information identified by [DISTRICT NAME] as confidential may be disclosed by City if City determines, in its sole discretion, that [DISTRICT NAME]'s documents or information are subject to disclosure under Oregon public records law. If the City receives a public records request applicable to [DISTRICT NAME]'s documents or information, the City will make an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by [DISTRICT NAME].

- D. Acknowledgement and Waiver.** [DISTRICT NAME] acknowledges by its signature below that all documents and information submitted to the City by [DISTRICT NAME] may be subject to public disclosure upon City's determination that [DISTRICT NAME]'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. [DISTRICT NAME] is advised to consult [DISTRICT NAME]'s legal counsel regarding the applicability of Oregon public records law to [DISTRICT NAME] documents and information submitted to the City.

6. NOTICES

Unless otherwise stated, the designees named below will be the contact for all activities to be performed under this Agreement.

City Project Manager

Name
Title
Street Address
City, State Zip
Phone
Email

[DISTRICT NAME] Project Manager

Name
Title
Street Address
City, State Zip
Phone
Email

7. TERMINATION

- A. Cause for Termination: Cure.** It will be a material breach and cause for termination of this Agreement if [DISTRICT NAME] uses PCEF funds outside the scope of this Agreement, or if [DISTRICT NAME] fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) calendar 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, [DISTRICT NAME] will (1) notify City of its efforts to cure the breach, (2) provide City an estimated timetable to cure the breach, and (3) proceed with diligence and good faith to cure the breach. [DISTRICT NAME] must obtain written consent from the City for any extension of the cure period.
- B. No Payment or Further Work Authorized During Cure Period.** During the cure period, City is under no obligation to provide additional PCEF funds notwithstanding any payment schedule indicated in this Agreement. [DISTRICT NAME] will not perform work or take actions that would require City to pay additional PCEF funds to [DISTRICT NAME]. [DISTRICT NAME] will account for any unused PCEF funds and such unused funds will be deemed held in trust for City. [DISTRICT NAME] will be solely responsible for any expenses associated with cure of its breach of the Agreement.

- C. Termination for Cause: Notice. City's termination for cause based on [DISTRICT NAME]'s breach of the Agreement will be effective thirty (30) calendar days from the date the City sends its notice of termination to [DISTRICT NAME], not including any written extension of cure period granted by City. [DISTRICT NAME] will return any unexpended PCEF funds as of the date of City's termination notice.
- D. Escalation Clause: In case of a conflict or dispute between the parties, City and [DISTRICT NAME] may take the following steps to remedy the conflict or dispute. Each step should be completed within a fourteen (14) calendar-day period. Unless otherwise agreed to by City and [DISTRICT NAME], if either party requests a meeting or a meeting is specified in one of the steps below, both parties should participate within a fourteen (14) calendar-day period.
- i. City's project manager works with [DISTRICT NAME] to resolve the issue. This could include a meeting between the project managers. If this is not successful in resolving the issue to the satisfaction of both parties then;
 - ii. A meeting will be scheduled with the City's project manager, [DISTRICT NAME]'s project manager, and City's PCEF Program Manager. If this is not successful in resolving the issue to the satisfaction of both parties then;
 - iii. City's PCEF Program Manager will escalate the issue to the City's Bureau of Planning and Sustainability Director (Director). The City's PCEF Program Manager will gather information regarding the issue from both parties. This may include scheduling a meeting with either or both of the parties. The Director will issue a final decision.
- E. City's Remedy for Termination for Cause. If City terminates this Agreement for cause, City, in its sole discretion, may require [DISTRICT NAME] to repay City any or all PCEF funds tendered under this Agreement. City may decline to approve or award future PCEF funding requests to [DISTRICT NAME].
- F. Termination for Non-Appropriation or Re-Appropriation of Funds: The City reserves the right to terminate this contract in its sole discretion due to any material change in the availability of funds, including but not limited to any non-appropriation or re-appropriation of funding. Notwithstanding this reservation, the City warrants availability of funds at the time of execution of this Agreement pursuant to section 13 herein.

8. NON-DISCRIMINATION

In carrying out this Agreement, neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, or national origin. Each party will take affirmative 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, or national origin. Such actions will 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.

9. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act (ORS 30.260 through 30.300), [DISTRICT NAME] will 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 [DISTRICT 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 7, and the Oregon Tort Claims Act (ORS 30.260 to 30.300) the City will indemnify, defend, and hold harmless [DISTRICT 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.

10. INSURANCE

[DISTRICT NAME] agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. [DISTRICT NAME] also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

11. SUBCONTRACTING AND ASSIGNMENT

[DISTRICT NAME] will ensure that all contractors and subcontractors used to implement the Agreement meet Portland City Code requirements pertaining to permits, workers' compensation insurance, licensing, and all other requirements. Specifically, [DISTRICT NAME] agrees to the terms and conditions included in Exhibit B.

12. OREGON LAWS AND FORUM

This Agreement will be construed according to the laws of the state of Oregon. Any litigation between the City and [DISTRICT NAME] arising under this Agreement will 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.

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. In the event of any non-appropriation, or re-appropriation of funds, the City will notify [DISTRICT NAME] of 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 will not be affected, and the rights and obligations of the parties will 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 will comply with all local, state, and federal laws, regulations, executive orders, and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree 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 state and federal civil rights and rehabilitation statutes, rules and regulations.

16. FORCE MAJEURE

Neither party will 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 will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.

17. NO THIRD-PARTY BENEFICIARY

The City and [DISTRICT NAME] are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or will 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 will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will 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 [DISTRICT NAME] may amend this Agreement at any time only by written amendment executed by both parties.

20. CONFLICTS OF INTEREST

No City officer or employee, during their tenure or for one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof. No [DISTRICT NAME] officer or employee, during their tenure or for one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. 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 (**Notified Party**) with respect to which the other party (**Other Party**) may have liability, the Notified Party will 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 [DISTRICT NAME] is jointly liable with the City (or would be if joined in the Third Party Claim), [DISTRICT NAME] will 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 City on the one hand and of the [DISTRICT 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 the parties will 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. [DISTRICT NAME]'s 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.

22. COUNTERPARTS

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

The parties agree the City and [DISTRICT NAME] may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

23. U.S. MANUFACTURED REQUIREMENT

Grantee will purchase renewable energy products that are manufactured in the United States. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States as required by PCC 7.07.060 C.1. Exceptions include:

- A. Unavailable: If the relevant manufactured goods are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality.
- B. Cost prohibitive: If the use of domestically produced manufactured goods would increase the overall project construction cost by more than 25%.

I, the undersigned, am authorized to execute this Agreement.

City of Portland

[DISTRICT LEGAL NAME]

By: _____
Donnie Oliveira
Director, Bureau of Planning and
Sustainability

By: _____
Name
Title

Date: _____

Date: _____

Approved as to Form:

By: _____

Office of City Attorney

Exhibit A
Scope of Work:
Process and Criteria to Develop and Approve Physical Improvements Proposal

1. [DISTRICT NAME] will submit to the City a proposal to use its PCEF allocation for physical improvements to qualifying schools [DISTRICT SPECIFIED PROPOSAL SCHEDULE TO BE APPROVED BY CITY]
2. Proposals for subsequent calendar years are due November 1 of the year preceding the calendar year in which the allocation applies, e.g., the proposal for calendar year 2025 is submitted to the City by November 1, 2024.
3. Proposals will include:
 - A. Descriptions of energy efficiency, renewable energy, transportation decarbonization, green infrastructure and/or regenerative agriculture measures, and estimates of each measure's associated GHG reduction.
 - B. A budget for each measure by line item.
 - C. Implementation timeline for each measure.
4. Upon receipt of a proposal, the City will review and respond within ten (10) business days if additional information is needed to complete the City's evaluation.

Upon receipt of a complete proposal, the City will approve within thirty (30) business days each proposal measure which:

 - A. Maximizes reduction of GHG emissions and improves climate resiliency.
 - B. Is designed for implementation in school buildings, for school transportation or in school yards.
 - C. Will be implemented at qualifying schools. Qualifying schools are physically located in the City, with fifty percent (50%) or more of students qualifying for free and reduced lunch. The City and [DISTRICT NAME] will review the list of qualifying schools at the time each proposal is submitted and update as needed.
 - D. Meaningfully contributes to the CIP's Strategic Program #16's goal of 16000-24000 MT lifetime CO₂e reduction.
5. The City will approve individual measures or the entire proposal in a final approval letter provided to the [DISTRICT NAME] contact.

Exhibit B
Workforce and Contractor Equity Agreement

1. Diverse contractor and workforce utilization goals and requirements

A. Contractor utilization goals

1. Single or multisite contracts with greater than \$350,000 of PCEF funds for hard construction costs:
 - a. A minimum of thirty percent (30%) of the hard total construction costs should be contracted to businesses certified by the Oregon Certification Office for Business Inclusion and Diversity (**COBID**) as Disadvantaged Business Enterprises (**DBE**), Minority-Owned Business Enterprises (**MBE**), Woman Owned Business Enterprises (**WBE**), Emerging Small Businesses (**ESB**), or Service-Disabled Veteran-Owned Business Enterprises (**SDVBE**). Alternative certifications for DBE, MBE, and WBE will be explored further and considered for eligibility to meet goals.
 - b. Sub-goal of twenty percent (20%) of hard construction costs contracted to MBE, WBE, and DBE.
 - c. Twenty-five percent (25%) of professional services budget contracted with COBID-certified firms.

B. Workforce utilization goals

1. Single site only- contracts with greater than \$350,000 of PCEF funds for hard construction costs will commit to the following goal (excludes subcontracts less than \$100,000).
 - a. Apprentice utilization - a minimum of twenty percent (20%) of the hours worked, by trade, must be worked by state registered apprentices throughout the duration of the project.
2. Single or multisite - contracts with greater than \$350,000 of PCEF funds for hard construction costs will commit to the following goals (excludes subcontracts less than \$100,000).
 - a. Apprentice level/on-the-job trainee diversity goal.
 1. A minimum of thirty percent (30%) of the total apprentice hours, by trade, will be worked by people of color.
 2. A minimum of fifteen percent (15%) of the total apprentice hours, by trade, will be worked by women.
 - b. Journey level/trades-worker diversity goal.
 1. A minimum of twenty-five (25%) of the total journey level hours, by trade, will be worked by people of color.
 2. A minimum of ten percent (10%) of the total journey level hours, by trade, will be worked by women.

2. **Verify Construction Contractor State Required Compliance (for projects with physical improvements)** - [DISTRICT NAME] will verify any state-required licenses (or credentials) are active at the time that PCEF work is performed, including:

- A. **Oregon Construction Contractor Board (CCB) License.** Verify active OR CCB license at the beginning of each project at: [CCB Contractor Search](#).
- B. **CCB Lead Renovators License for work on all 1978 or older homes or buildings.** Verify current Certified Lead-Based Paint Renovation Contractor (LBPR) License at the beginning of each project at: [CCB Lead License Search](#)

- C. **Oregon Bureau of Labor and Industry (BOLI) Agent Registration.** If apprentices are being used, ensure registration as a BOLI registered training agent. Check [BOLI Registered Agents](#) and [BOLI Ineligible Contractors](#)
 - D. **Adhere to Employee, Worker, Contractor, and Subcontractor Payment Guidelines:** These payment requirements apply to all staff, employees, contractors, subcontractors, and workers who perform any work on PCEF-funded projects. “Contractors” are any non-employee hired by a [DISTRICT NAME] whether they provide physical improvements or other services.
- 3. **PCEF Family Wage Requirement:** All employees and workers of [DISTRICT NAME] and [DISTRICT NAME]’ contractors and subcontractors will be paid **at least 180% of [relevant state minimum wage](#)** for time worked on the PCEF funded project.
- 4. **Prevailing Wage Requirement:** All PCEF-funded construction projects that are \$350,000 or greater at a single site, will adhere to [State Prevailing Wage](#) requirements. Payment of prevailing wage will include fringe and be made to workers in trades for which a prevailing wage is defined. Note that prevailing wage requirements are excluded on some, but not all, affordable housing projects. The exclusion applies to projects that are privately owned, predominantly affordable residential housing construction. “Affordable housing” means at least 60 percent of the project is designated for residents with incomes no greater than 60 percent of the area median income. “Residential” means no more than four stories in height and no commercial space. ORS 279C,810(2)(d); OAR 839-025-0100(1)e.
- 5. **Distribute PCEF-furnished wallet cards to all workers** and post PCEF-furnished signs at project sites and/or where workers gather (e.g., office, eating space, bathrooms).
- 6. **Pay contractors within 30 days** of billing AND ensure that contractors agree to pay subcontractors within 30 days of billing.
- 7. **Records retention and audits**
 - A. **Retain your contractor payment records for 6 years** beyond the end of the grant period AND require the same of your (sub)contractors.
 - B. **Retain your workforce payment records for 6 years** beyond the end of the grant period AND require the same of (sub)contractors.
 - C. **Participate in verification audit** if selected.
- 8. **Submit Quarterly Workforce Reporting**
Information on all workers, contractors and subcontractors on PCEF projects will be entered into PCEF furnished template four times per year along with other project reporting. Information reported for each worker includes: job title, hours worked, hourly wage earned, benefits received, and race, ethnicity and gender demographics. It is important that contractors understand these reporting requirements before work begins.
- 9. **Promote Safe, Respectful and Inclusive Worksites**
The following requirements are designed to promote safe and respectful worksites. They apply to all contractors, subcontractors, and [DISTRICT NAME]s performing physical improvements using a construction workforce on PCEF-funded projects.

- A. **Safe and Respectful Jobsite Policy**– Provide a jobsite policy that addresses how the organization will handle issues of discrimination (such as sexism or racism) and bullying (such as harassment or intimidation), consistent with [Oregon's Workplace Fairness Act](#).

Policy will be distributed to all workers on PCEF funded projects and include:

- Threatening acts of hate or violence will be immediately reported to the appropriate authorities.
- Each organization will define internal procedures for:
 - **Investigation**- All incidents of hate, intimidation, or harassment will be documented, including photos and names of witnesses where applicable.
 - **Response**- Include clear chain of command, shut-down protocols, accountability, and compliance measures in addition to reporting incidents and outcomes, timeframe, and process for removal of hate crime symbols.
 - **Support and protection of impacted workers and whistleblowers**- Define how leadership will report on steps taken to address the incident, how workers will be protected against retaliation, where workers can go for support, and anti-retaliation policy and training.

- B. **PCEF Safe & Respectful Worksite Training** - Require all contractors, subcontractors, and workers (including apprentices) to complete a PCEF sponsored or approved respectful workplace training. This requirement applies to all workers and supervisors on PCEF funded projects, with an exemption allowed for those working less than 40 hours on the PCEF projects funded by this grant.
10. **OSHA Training** – Promote completion of OSHA-10 training for all construction workers and OSHA-30 training for all job site supervisors. Include this preference in contracts and subcontracts. For more information: [OSHA Training](#) and [OSHA Training Providers](#)
11. **Protection from Environmental Hazards** – Promote worker protection from COVID-19 exposure and climate-related events (heat, air quality, vector-borne disease). This requirement also applies to your (sub)contractors.
12. **Organizing** - Per Federal law, grant recipients, contractors, and subcontractors will not oppose worker efforts to organize, nor will they retaliate or otherwise create a hostile environment to workers who choose to engage in collective conversations or action regarding workplace issues ([NLRB Employee Rights](#)).

Exhibit C

Reporting Instructions

1. **Physical Improvements** Beginning with the first allocation of funding, [DISTRICT NAME] will submit quarterly reports using a reporting template which will be supplied by PCEF. Reports will reconcile spending and will include workforce and contractor wage and demographic, as well as student led activity participating student demographics.
2. **Student-led Climate Initiatives** Students will submit two (2) annual reports through an online reporting tool provided by PCEF at the beginning and end of each school year. The reports will describe how the funded work will or did:
 - A. Include decision-making process that clearly demonstrates student empowerment and leadership. For example, decision-making could be made through participatory budgeting, student elective class, or student clubs.
 - B. Demonstrate connection to GHG reduction or sequestration.
 - C. Demonstrate connection to one of the PCEF funding areas – clean energy, transportation, green infrastructure, regenerative agriculture, or workforce and contractor development.
 - D. Be or was implemented within the City.

If [District] schools take the option to provide \$5,000 of the annual student led allotment for staff support of student led initiatives, they will report this expense in student led reporting.