

FRESH ALLIANCE GRANT AGREEMENT  
City of Portland

This grant agreement is between the City of Portland Office of Sustainable Development, acting by and through its Elected Officials, hereafter called "City," or "OSD," and the Fresh Alliance, for the Oregon Food Bank hereafter called "Grantee". The City's Project Manager is Laura Haggi. This agreement shall become effective on whichever date on which every party has signed it. This agreement shall expire, unless otherwise terminated or extended, on February 28, 2010.

The Grantee agrees to perform the actions and to expend grant funds as described in EXHIBIT A attached hereto. In return, OSD agrees to provide up to a total of \$35,844 on a reimbursement basis.

Terms and conditions listed on page 2 and Exhibit A.

**GRANTEE DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Attn: Oregon Food Bank  
Address: P.O. Box 55370, Portland, OR 97238-5370 7900 NE 33rd Drive  
Social Security #: \_\_\_\_\_  
Federal Tax ID #: 93-0785786 State Tax ID #: \_\_\_\_\_ Business License # 440360  
Citizenship: Nonresident alien  Yes  No  
Organization Designation (check one):  Individual  Sole Proprietorship  Partnership  
 Limited Liability Co (LLC)  Estate/Trust  Corporation  Public Service Corp.  
 Government  Registered Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to agreement approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to the terms of this agreement and to perform work outlined in the statement of work made part of this agreement.

Approved by the Grantee: Rachel Bristol / CEO 6/25/08  
Signature/Title Date

**CITY OF PORTLAND SIGNATURES**

Approved by Bureau Director: \_\_\_\_\_  
Bureau Director Date

Approved by City Auditor: \_\_\_\_\_  
City Auditor Date

Approved as to form by City Attorney: APPROVED AS TO FORM 7/3/08  
(Rev. 1/99) Office of City Attorney Jana Kruger Date  
CITY ATTORNEY

**SUBJECT TO INSURANCE APPROVAL**

# CITY OF PORTLAND FRESH ALLIANCE PROJECT GRANT AGREEMENT

## 1. Grant Award and Compensation

The Grantee agrees to perform the work described in Exhibit A. In return, the City agrees to provide up to the total compensation identified in this agreement, on a reimbursement basis upon presentation of invoices. Funds must be expended prior to the termination date shown in this agreement.

## 2. Billing, Payment Procedure, and Records

Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract Number, Grantee's Social Security or Business Tax ID Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request. Grantee shall maintain all administrative and financial records regarding this grant and the related program and shall make such records available upon request of the City Grant Manager.

## 3. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

## 4. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. The City shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of materials to the City Project Manager, with Grantee's final report.

## 5a. Indemnity - Claims for Other than Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

## 5b. Indemnity - Claims for Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

## 6. Governing Law and Compliance with Applicable Laws

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to grantee's performance under this agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with Title VI of Civil Rights Act of 1964 and as subsequently amended, Section V of the Rehabilitation Act of 1973 as applicable, the American with Disabilities Act of 1990 and as subsequently amended, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Both parties performance is conditioned upon either party's compliance with the provisions of ORS Chapter 279A.

## 7. Workers Compensation Insurance

Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement.

## 8. Liability Insurance

Grantee shall maintain general liability insurance with a combined single limit of not less than \$500,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City Auditor, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this

insurance shall be cause for immediate termination of this agreement by the City. Grantee shall have all participants sign the Liability Waiver provided by the City.

**9. DEQ Solid Waste Grant Agreement**

The provisions of the State of Oregon Department of Environmental Quality Solid Waste Grant Agreement No. 084-08, Project Name: Fresh Alliance Project, including in particular mandated reporting requirements, are hereby fully incorporated and made a part of this grant agreement.

**10. Termination**

Termination for Cause. If, through any cause, Grantee shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the City shall have the right to terminate this Grant Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period City is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
2. During the 30 day period, Grantee shall not spend unused grant funds.
3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by Grantee under this Grant Agreement shall, at the option of the City, become the property of the City and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.

Termination by Agreement or For Convenience. The City and Grantee may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.

**11. Independent Status of Grantee.**

Grantee is independent of the City and Grantee and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Grantee and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**12. No Assignment**

This agreement cannot be assigned or transferred by Grantee without the prior written permission of the City.

**FRESH ALLIANCE GRANT AGREEMENT**  
**EXHIBIT A: ACTIONS TO BE TAKEN BY GRANTEE**

The Grantee will perform the following tasks:

1. Reporting: Submission of semi-annual Project Progress Report to DEQ. The *semi-annual Project Progress Report* is due no later than July 31, 2008. The Report will summarize accomplishments to date. The Report will be submitted to DEQ's project officer and may be provided electronically.
2. Develop store level recognition materials and begin development of promotional and motivational materials.
3. Train volunteers for food sorting and collection of Fresh Alliance product delivered to Oregon Food Bank locations.
4. Prepare education packets for store clerk training.
5. Submit requests for cost reimbursement to City of Portland Office of Sustainable Development, 721 NW 9<sup>th</sup> Ave, Ste 350, Portland, OR 97209. Requests must include a completed DEQ Solid Waste Grant Agreement Payment Request and Expenditure Report.
6. Reporting: Submission of semi-annual Project Progress Report to DEQ. The semi-annual Project Progress Report is due no later than January 31, 2009. The Report will summarize accomplishments to date, including status of Tasks 2-4. The Report will be submitted to DEQ's project officer and may be provided electronically.
7. Add new retail grocers in Portland area.
8. Begin purchase and distribution of sorting carts, collection tubs, and passive cooling devices.
9. Train grocery clerks in new stores.
10. Reporting: Submission of semi-annual Project Progress Report to DEQ. The semi-annual Project Progress Report is due no later than July 31, 2009. The Report will summarize accomplishments to date, including status of Tasks 7-9. The Report will be submitted to DEQ's project officer and may be provided electronically.
11. Complete development of promotional and motivational materials.
12. Complete purchase of collection tubs and distribution of used tubs.
13. Reporting: Submission of semi-annual Project Progress Report to DEQ. The semi-annual Project Progress Report is due no later than January 31, 2010. The Report will summarize accomplishments to date, including status of Tasks 11-12. The Report will be submitted to DEQ's project officer and may be provided electronically.
14. Reinforce store level support and employee training.
15. Reporting: Submission of Final Report. A Final Report is due no later than February 28, 2010. The Report will be submitted to DEQ's project officer and may be provided electronically.