



City of Portland Bureau of
Planning and Sustainability

Sam Adams, Mayor | Susan Anderson, Director

Exhibit A
Solar Now! Community Partnership
Grant Agreement

This agreement contains the terms and conditions of a Grant issued by the City of Portland's Bureau of Planning and Sustainability ("BPS") to _____ ("Grantee"). BPS and Grantee are referred to together as the "parties." Work performed under this grant agreement is funded with funds appropriated through the American Recovery and Reinvestment Act of 2009 ("ARRA"). Funding for this grant award is outlined under BPS' Statement of Project Objectives with the U.S. Department of Energy, Solar America Cities Special Projects award. The Grantee is acting as a sub-recipient of the U.S. Department of Energy under BPS' Neighborhood Solar Initiative (DE-EE0002069) award. By signing the "agreement," the Grantee agrees to the reporting requirements outlined below. The below reporting requirements will enable BPS to meet its responsibilities outlined in the Statement of Project Objectives with the U.S. Department of Energy, Solar America Cities Special Projects award which can be made available to Grantee upon request.

TERMS AND CONDITIONS:

- 1) **GRANT AWARD, AMOUNT, AND USE** BPS agrees to pay Grantee \$ _____ ("Total Grant Amount") to provide financial assistance to the City of _____ in its' role as a Solar Now! community partner. Grant funding will partially fund Grantee's expenses incurred for Solar Now project coordination. Project funds will include but not be limited to: expenses related to education and outreach such as venue rentals, printing, workshop scheduling and management, project management and design, and volunteer recruitment and management. Grantee shall use the Grant funds for executing the above tasks necessary for the successful delivery of a Solar Now! educational and outreach campaign.
- 2) **VERIFICATION AND PAYMENT** Payment of \$ _____ will be made by BPS to Grantee after this grant agreement has been signed. Grantee will submit quarterly reports to BPS until funds are fully spent. After funds are fully spent, a Final Project Report (the "Final Report") summarizing project progress and costs incurred will be submitted to BPS within 30 days.
- 3) **SITE VISITS** During the terms of this Grant, Grantee authorizes the U.S. Department of Energy (DOE) through its partnership with BPS to conduct periodic site visits to examine, inspect and collect data on the project coordination by the Grantee. BPS will conduct such site visits only after providing reasonable notice to the Grantee. Site visits will occur only during the hours between 8:00 a.m. until 6:00 p.m., Monday through Friday, unless otherwise mutually agreed by the parties. Grantee shall also allow for site visits throughout the first year (or longer as agreed upon by the parties) of occupancy to accommodate for monitoring and verification by the DOE, BPS or a designated party. The frequency and the level of site visits will be determined by the Grant Manager. Notwithstanding such site visits or lack thereof, Grantee shall remain fully responsible for complying with all terms and conditions of this agreement.
- 4) **PUBLICITY** Grantee will allow BPS to collect and publish information about the project performance of the Solar Now! program, including but not limited to interviews with Grantee and Project participants such as the project coordinator and volunteers. BPS may photograph and videotape work regarding the execution of the project. Any publicity shall indicate that the project was made possible by an ARRA Grant from BPS through funds provided by the U.S. Department of Energy, Solar America Cities Special Projects award. BPS may include information regarding the Project in periodic public reports.

Planning

1900 S.W. 4th Ave., Ste. 7100, Portland, OR 97201-5350
 Phone: 503-823-7700 | FAX: 503-823-7800 | TTY: 503-823-6868

Sustainability

721 N.W. 9th Ave., Ste. 195, Portland, OR 97209-3447
 Phone: 503-823-7222 | FAX: 503-823-5311 | TTY: 503-823-6868

The Grantee authorizes BPS to use the Grantee's name and the Project's address in developing and distributing marketing materials on the Solar Now! Statewide Partnership.

Grantee's Signature: _____ Date: _____

- 5) **PROJECT UPDATES** Grantee shall make itself available for regular project update meetings with the BPS project team. Project meetings shall include the current phase or status of the project and identify any changes from the initial proposal including change of scheduling and or changes to measures of success of project delivery.
- 6) **MONITORING AND VERIFICATION** BPS may also collect data about the number or outreach events, attendance at events, and resulting solar installations as a result of the project. BPS may also collect data on the costs of installing solar residential systems associated with the Solar Now! educational and outreach project. Grantee will make available any necessary solar educational workshop events, and installation data needed for the verification of project success.
- 7) **TERM** This agreement is effective upon the date of the last signature by a party as indicated below. The term of this agreement is valid through _____ (date).
- 8) **EARLY TERMINATION** This agreement may be suspended or terminated at any time by:
- Written notice provided by BPS to Grantee before Grantee incurs any obligations;
 - Written notice by BPS resulting from a material failure by Grantee to comply with any term of this Grant, or;
 - Mutual written agreement of the parties.

Within sixty (60) days of early termination of this Grant, Grantee agrees to return to BPS the full amount of any Grant funds paid by BPS to the Grantee under this agreement.

As of the date of any termination, or expiration of the term of the agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity, confidentiality and unperformed obligations will survive termination of this Agreement.

- 9) **FINAL PROJECT REPORT** The Final Report will be due to BPS 30 days after project funds are fully spent. If the project is not complete by _____ (date), Grantee will still issue a report _____ (date). The Final Report will include all details outlined in the project coordination in paragraph 1. The Final Report will require information on the total number of workshops, events, and any photovoltaic installations, and kilowatts generated as a result of the project.
- 10) **NOTICE** Any notice provided under this agreement shall be sufficient if in writing and: (1) delivered personally; (2) deposited in the United States mail, postage prepaid, first class; (3) sent by courier; or, (4) transmitted by facsimile, addressed as follows, or to such other address as the receiving party specifies in writing:

Grant Manager

Lee Rahr
Bureau of Planning and Sustainability
1900 SW 4th, Suite 7100
Portland, OR 97201
Tel. 503-823-7581
Lee.rahr@portlandoregon.gov

Grantee

[Grantee contact person]
[Grantee name]
[Grantee address]
[Grantee Tel:]
[Email address:]

11) **MISCELLANEOUS**

A. **Records.** Information submitted to BPS is subject to public review and inspection under the Oregon Public Records Law. Grantee acknowledges its responsibility for becoming familiar with the provisions of the Oregon Public Records Law. Grantee understands that, in response to public records requests, the City of Portland may be required to disclose

documents in its possession regarding the Project. If BPS receives any public records request for disclosure of such information, BPS will provide the Grantee with written notice of the request, including a copy of the request, within five (5) working days of receipt of the request. Grantee will have five (5) days within which to provide a written response to BPS regarding the request, before BPS may release the requested records. Whether the Grantee submits any written response to BPS, BPS will retain final discretion to determine whether to release the requested records, provided that BPS will give the Grantee at least five (5) days written notice after receipt of any response from Grantee.

B. Withholding. Grantee is responsible for any federal, state or local taxes and fees applicable to payments under this agreement. Grantee is independent of the City of Portland. Grantee, its contractors and employees are not employees or agents 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. Federal law requires that the City of Portland notify the federal Internal Revenue Service (the "IRS") of payments to the Grantee. The necessary information includes, but is not limited to, Grantee's name and taxpayer I.D. number. In the event that Grantee provides BPS with inaccurate information for reporting to the IRS, Grantee acknowledges that federal law may require that BPS withhold up to twenty percent (20%) of any amounts paid to Grantee under this agreement.

C. Non-Assignment and no Subcontracting. Grantee may not transfer or assign any of its rights or responsibilities under this agreement to any other person without first obtaining written permission from BPS. Grantee shall not subcontract with any party for performance under this agreement without first obtaining written permission from BPS.

D. Waiver. The failure of BPS to enforce any provision of this agreement shall not constitute a waiver by BPS of that or any other provision. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given.

E. Amendment. The Grant Manager will be Lee Rahr or such other person as may be designated in writing by the Director of the Bureau of Planning and Sustainability. The Grant Manager shall have the authority to extend the term of the agreement or make other changes that do not increase the Total Grant Amount or otherwise increase the City's risks, subject to approval of the Director of the BPS. No amendments of this agreement will be valid unless signed by a duly authorized representative of the grantee. The Grant Manager is also authorized to determine if Grantee has failed to substantially comply with the requirements of this agreement, and to act on behalf of BPS to suspend or terminate this agreement.

F. Forum. Any litigation between the parties arising under or regarding this agreement shall occur, if in the state courts, in the Multnomah County Circuit Court in Portland, Oregon, and if in the federal courts, in the United States District Court for the District of Oregon in Portland, Oregon.

G. Choice of law. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state.

H. Merger. This agreement and the Project Features constitute the terms and conditions of the Grant. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. Grantee, by the signature of its authorized representative, hereby acknowledges that the terms and conditions have been reviewed, that they are understood, and that Grantee agrees to be bound by all of the terms and conditions set forth in this agreement.

I. Project Liability, Indemnification And Responsibility For Project. Grantee is solely responsible for coordination, operation and maintenance of the project, as well as the selection and oversight of any contractor chosen to carryout the Project. Grantee agrees that the City, the BPS has no responsibility or liability for the management or construction of the Project. BPS makes no warranties, express or implied, regarding the Project or their potential benefits. Grantee expressly waives any claims against BPS regarding the Project. BPS's liability under this agreement shall be limited to payment of the Total Grant Amount, to the extent that Grantee has otherwise fully and completely complied with all terms and conditions of this agreement. In no event shall BPS or the City of Portland be liable to Grantee for any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this agreement or for any failure of performance related to the Project or this agreement, however caused, whether or not arising from BPS's sole, joint or concurrent negligence. Grantee shall hold harmless, defend and indemnify the City and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from or relating to the Project.

J. Non-Discrimination. In carrying out activities under this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action 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. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting forth the provisions of this nondiscrimination clause. The Grantee

shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this agreement, except contracts governed by Section 104 of Executive Order 11246. Grantee shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

K. Severability. If any provision of this agreement is found to be illegal or unenforceable, this agreement shall nevertheless remain in full force and effect, and the provision stricken.

L. Entire Agreement. This agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter.

Signed

Grantee's Signature

Date

Name (please print)

Address

Social Security # or Tax ID if Applicable:

Susan Anderson, Director, Bureau of Planning and Sustainability

Date

Bureau of Purchasing

Date

Office of City Attorney

Date