

Exhibit A
COMMUNITY STEWARDSHIP GRANT AGREEMENT
Bureau of Environmental Services, City of Portland

Agreement No.: _____

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and [NAME OF ORGANIZATION] on behalf of the [NAME OF GRANT PROJECT], hereafter called "Grantee". The City's Project Manager is Jennifer Devlin. This agreement shall become effective when the agreement has been executed by all parties. This agreement shall expire, unless otherwise terminated or extended, on June 30, 2013.

The Grantee agrees to perform the actions and/or spend grant funds as described in PROJECT SCOPE. In return, BES agrees to provide Stewardship Grant Funds up to a total of \$[DOLLAR AMOUNT] on a reimbursement basis upon presentation of receipts. Grantee agrees to perform the actions and/or spend grant funds in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

The Grantee agrees to perform the the actions and/or spend grant funds as described in the PROJECT SCOPE below. In return, BES agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by BES and Grantee. Stewardship Grant Funds cannot be used for wages, or other activities outside of the Grantee's Project Scope without written approval from the City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of this agreement. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this contract have or will commence or arise prior to the effective date of this contract.

2. Billing and Payments

- (a) Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract 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. All invoices must be submitted to BES prior to the expiration date of this agreement. BES shall not be responsible for payment of invoices received after that date.
- (b) If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then City may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require Grantee to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grantee, require Grantee to fully refund any or all grant funds received, or any combination thereof.
- (c) Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.

3. Termination

- (a) Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or

noncompliance, and obtain written consent from City for a reasonable extension of the cure period.

- (b) No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- (c) Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- (d) Penalty for Termination for Cause. If this Agreement is terminated for cause, City, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to Grantee.
- (e) Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

4. Changes in Anticipated Services

If, for any reason, Grantee's anticipated services or actions are terminated, discontinued or interrupted, City's payment of grant funds may be terminated, suspended or reduced. Grantee shall immediately refund to City any unexpended grant funds received by Grantee.

5. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, 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.

6. Independent Contractor Status

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.

7. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. BES 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 these materials to the City Project Manager, with final report.

8. Indemnity

- (a) Claims for Other than Professional Liability. Grantee shall defend, save, and hold 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.
- (b) 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.

9. Governing Law

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.

10. Insurance

During the term of this contract, Grantee shall maintain in force at its own expense, each insurance noted below. 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.

- (a) 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. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.
- (b) General Liability insurance Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 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, and shall provide that coverage applies to claims between insureds on the policy. Grantee shall have all participants sign the Liability Waiver provided by BES.

Required _____ or Waived by BES: _____

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

Required _____ or Waived by BES: _____

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Certificates of insurance. As evidence of the insurance coverages required by this agreement, Grantee shall furnish acceptable insurance certificates to the City at the time Grantee returns the signed agreement. The certificate will specify all of the parties who are Additional Insured, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City, and shall provide that coverage applies to claims between insureds on the policy.

PROJECT SCOPE**A. Project Representatives**

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

BES

Name: Jennifer Devlin
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: 503-823-6182
 Email: jennifer.devlin@portlandoregon.gov

GRANTEE

Name: _____
 Address: _____
 Phone: _____
 Email: _____

B. Project Description**C. Timeline****D. Budget**

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The parties agree that BES and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND**GRANTEE**

By: _____
 Dean Marriott, Director

By: _____

Name: _____

Title: _____

Approved as to form:

 City Attorney

Exhibit B
COMMUNITY STEWARDSHIP GRANT PROGRAM

INTERGOVERNMENTAL AGREEMENT

Agreement No.: _____

This Intergovernmental Agreement ("IGA") is entered into by and between the City of Portland ("City"), acting by and through its Bureau of Environmental Services, and <INSERT NAME OF AGENCY> ("Grantee"), acting by and through its agents, for the [NAME OF GRANT PROJECT] project.

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon the date indicated in the GENERAL PROVISIONS below.

PURPOSE

City and Grantee desire to work together to implement Community Watershed Stewardship Grant Projects, associated education and outreach projects.

By this IGA, Grantee agrees to plan and implement stewardship projects that improve the health of Portland's rivers and watersheds; involve students and other community members in the care and stewardship of Portland's rivers and watersheds and City agrees to reimburse Grantee for costs associated with the provision of these services as described in this document.

GENERAL PROVISIONS

1. Effective Date and Duration. This IGA is effective upon execution by all parties. Unless earlier terminated or extended, this IGA shall expire when Grantee's completed performance has been accepted by City or on June 30, 2013, whichever date occurs first.
2. Statement of Work. The statement of work (the "Work"), including the delivery schedule and budget for the Work, is contained in STATEMENT OF WORK below. Grantee agrees to perform the Work in accordance with the terms and conditions of this IGA.
3. Consideration. City agrees to pay Grantee a sum not to exceed \$[DOLLAR AMOUNT] as allocated in the STATEMENT OF WORK.
4. Project Representatives. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual.

CITY

Project Manager: Jennifer Devlin
 Organization: City of Portland
 Address: 1120 SW Fifth Ave., Suite 1000
 Portland, OR 97204
 Phone: (503) 823-6182
 Email: jennifer.devlin@portlandoregon.gov

GRANTEE

Project Manager:
 Organization:
 Address:
 Phone:
 Email:

5. Subcontracts. Grantee shall not enter into any subcontracts for any of the work scheduled under this IGA without obtaining prior written consent from City's project manager.

6. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. Reimbursement.
- A. Grantee shall submit itemized invoices to City for reimbursement of services performed. Invoices shall include: Name and Address of Grantee, Contract 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.
 - B. Non-itemized or incomplete billings shall be detained for payment processing until Grantee has supplied correct information to City.
 - C. All invoices must be submitted to City prior to the expiration date of this agreement. City shall not be responsible for payment of invoices received after that date.
 - D. Invoices shall be submitted in duplicate, identifying the City IGA number, to:

Jennifer Devlin
BES
1120 SW Fifth Avenue, Room 1000
Portland, OR 97204

City shall pay all approved invoices within 30 days.

- E. All non-expendable property, including computer hardware and related software, acquired in the provision of these services are the sole property of City and shall be surrendered upon completion of services or termination of this IGA.
 - F. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA.
8. Termination.
- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual written consent.
 - B. Either party may terminate this IGA effective not less than 30 days from delivery of written notice.
 - C. Either party may terminate this IGA effective not less than 10 days from written notice or at such other date as may be established by both parties under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized by this IGA.

D. Either party may terminate this IGA in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this IGA.

9. Funds Available and Authorized. Both parties certify that, as of this IGA's date of execution, sufficient funds are available and authorized for expenditure to finance the costs of this IGA within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this IGA attributable to work performed after the last date of the current budget period is contingent on either party receiving appropriations, limitations, or other expenditure authority.
10. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
11. Choice of Law and Venue. Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.
12. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
13. Ownership of Work Product. All work products, including reports and research data in hard copy or electronic form that result from this IGA are the joint property of City and Grantee.
14. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to this IGA for the purpose of making audits, examinations, excerpts, and transcripts.
15. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this IGA.
16. No Third Party Beneficiary. The City and Grantee are the only parties to this IGA and, as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
17. Indemnification. To the extent allowed under the Oregon Constitution and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action arising from this IGA or arising out of or resulting from the acts or omissions of the indemnitor, its employees, agents or representatives.
18. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

STATEMENT OF WORK**A. Project Description****B. Timeline****C. Budget**

This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same agreement. The parties agree that City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND**GRANTEE**

By: _____
Dean Marriott, Director

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney