

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and IMMIGRANT AND REFUGEE COMMUNITY ORGANIZATION, ("GRANTEE") in an amount not to exceed \$50,000.00.

**RECITALS:**

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting youth walking crews within the City of Portland. The Graffiti Abatement Program manages graffiti removal in the City of Portland through a variety of means, including contracting for services, training volunteers, and partnering with public and private agencies that remove graffiti from their own property.

The City coordinates graffiti removal from certain private properties after obtaining signed permission forms from the owner or other responsible party as well as on the public right of way. The program also places a strong commitment on employing youth as part of the prevention, education, and removal strategy of addressing graffiti.

A Request for Solicitation went out to local non-profit organizations. The City of Portland Office of Neighborhood Involvement received six (6) applications, and Immigrant and Refugee Community Organization was the top candidate from the panel who rated the applications.

The Immigrant and Refugee Community Organization (IRCO) has had experience with the Summer Youth Connect Program through the Mayor's Office. The Summer Youth Connect (SYC) strategy aims to increase the high-school graduation rate by providing a series of academic and career-readiness supports to academic-priority youth. Students who successfully complete a SYC-affiliated summer internship program would earn one year of Summer Youth Connect experience. Two years of SYC experience makes a student eligible to apply for the Future Connect Scholarship. The City of Portland Office of Neighborhood Involvement intends to incorporate the SYC process in this grant.

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

- A. For eight to ten weeks of an intensive summer effort in 2011, followed by ongoing cleanup through June 30, 2012
- B. Provide work experience for youth through "walking crews" to be supervised by adult crew leaders. Work will take place on weekdays (often between 3 pm and 7 pm)

and weekends (often between 10 am and 2 pm).

- C. Adult crew leaders will provide continuous on-site supervision and maintain appropriate discipline for attendance, disturbances or other inappropriate behavior and contact absent youth to attempt to improve attendance.
- D. Recruit, hire and assign youths to walking crews consisting of approximately five (5) crew members each and provide them with orientation on expectations and work assignments. Each youth will receive stipends for time spent on removing graffiti.
- E. Train crews on appropriate graffiti removal and documentation techniques (support provided by City staff).
- F. Conduct two (2) workshops delivered to youth: the first workshop will focus on work readiness topics, and the second will educate youth on local employers, career paths, trade unions and other programs they could access based on successful participation in IRCO's program.
- G. Ensure appropriate transportation to areas for cleanup (may include vehicle transportation, bus passes, etc).
- H. Crews will remove graffiti in the public right-of-way from surfaces in a normal, reasonable timeframe in targeted areas using the most appropriate method (environmentally sustainable solvents, scrapers, paints, etc). Right of way cleanup locations generally include:
  - Utility poles (to be painted out)
  - Backs of street signs
  - Newspaper boxes
  - Bike racks
  - Pay phones
  - Sign poles/city light poles (metal)
  - Mailboxes
- I. Program Coordinator will ensure crew leaders document graffiti with photographs and locations of all tags prior to removal, enter appropriate data using the City's online database, BlueArcher, and send appropriately-sized (typically under 150 KB) photos and weekly activity logs to the City Grant Manager.
- J. Coordinate with Portland neighborhood associations when appropriate to identify areas for cleanup that are most important to neighborhood residents.
- K. Crews will maintain their own supplies and materials, including cleanup of brushes, rollers, etc. Materials anticipated to be needed include at least rolling carts with scrapers, solvent, brown paint, paint rollers/brushes/trays. Supplies may be supplemented by City if needed.

L. Coordinate with CITY to ensure incorporation of the Summer Youth Connect program as defined by the following guidelines:

- Target at-risk or otherwise under-represented student populations defined as academic-priority, low-income, and/or first generation college;
- Place students in a worksite experience of at least 120 hours during which the student completes a planned series of activities, set of learning objectives, or project(s) designed to give a broad understanding of a career field;
- Provide the student with sufficient work-readiness training PRIOR to the start of the internship to ensure reasonable likelihood of successfully completing the planned activities;
- Offer ongoing support for interns through an experienced career counselor

## **II. ACTIONS TO BE TAKEN BY THE CITY**

Bureau staff shall make available sufficient hours of personnel time as is required to meet with GRANTEE and provide such information as required. The Office of Neighborhood Involvement has assigned a project manager who will oversee the work and provide support as needed. Bureau staff will:

- A. Assist with identifying target areas for walking crews (such as major traffic areas with high incidence of graffiti tags);
- B. Provide visibility vests to identify crews while working in the public right-of-way;
- C. Provide graffiti informational/marketing materials as needed;
- D. Assist with identifying appropriate materials for cleanup (solvents, paint color, etc) and supplementing materials if needed;
- E. Monitor and assist in the maintenance of information reported through the City's online database;
- F. Provide information about program outreach and prevention strategies;
- G. Supplement graffiti removal supplies and materials if needed by GRANTEE and if such supplies and materials are available to the City.
- H. Perform random quality control checks.

## **III. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press

releases, print and electronic newsletters, and brochures.

- B. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Grant Manager: The CITY Grant Manager for this grant is the Graffiti Abatement Volunteer Coordinator, Dennis LoGiudice.
- D. Amendment. GRANTEE and the CITY, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The ONI Director or their designee is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the ONI Director or their designee before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager the following reports:
  - 1. GRANTEE shall provide weekly documentation of progress of Graffiti Abatement Youth Walking Crews, including the following:
    - a. Photos of all tags prior to cleanup (including all street signs, utility poles, Tri-Met properties, concrete trash lids, pay phones, traffic control boxes, metal light poles, sign poles);
    - b. Location of properties (intersections, nearest address, etc.);
    - c. Number of daily youth participants;
    - d. Count of tags/stickers removed
  - 2. A final written report outlining project accomplishments due by July 15, 2012, including:
    - a. Summary of youth participation and outcomes;
    - b. Summary of visual documentation;
    - c. An evaluation summarizing successes and challenges in project implementation;
    - d. A final cost accounting of expenditures under this grant agreement.

#### IV. PAYMENTS

##### A. GRANTEE will receive its funding as follows:

1. The City shall advance the GRANTEE an initial payment, estimated at the first quarter's expenses of 40% of the award, in the amount of \$20,000 within 10 days upon receipt of invoice, annual goals and projected budget but no sooner than July 20, 2011.
2. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each quarter within 10 days upon receipt of invoice and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.
3. GRANTEE shall provide to the CITY by July 15, 2012 a full annual cost accounting for the fiscal year ended, consisting of a summary of expenditures.
4. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

- B. 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.
- C. 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.
- D. 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 CITY Grant Manager or other designated persons, upon request.
- E. 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.

#### V. GENERAL GRANT PROVISIONS

- A. **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.
- B. **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. Any eligible costs incurred prior to the termination will be paid by the CITY.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant 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 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, sexual orientation 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. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of

GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.

- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section F above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. 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 GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
  - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
  - 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. LIABILITY INSURANCE.
  - 1. GRANTEE shall maintain public liability 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. The insurance shall be without prejudice to coverage otherwise existing and

shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each 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. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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 ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. 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.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.

- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall 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.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Q. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- R. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**VI. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Billable work by GRANTEE under this agreement may begin July 1, 2011. Work by GRANTEE shall terminate as of June 30, 2012.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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**GRANTEE DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): Immigrant and Refugee Community Organization (IRCO) \_\_\_\_\_

Address: 10301 NE Glisan Street, Portland, Oregon 97220 \_\_\_\_\_

Employer Identification Number (EIN) 93-0806295 \_\_\_\_\_

City of Portland Business License # \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/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 contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

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

Approved by the Grantee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Grant No \_\_\_\_\_

Grant Title: \_\_\_\_\_

**CITY OF PORTLAND SIGNATURES**

Approved by Office of Neighborhood Involvement:

\_\_\_\_\_  
Amalia Alarcón de Morris, Director\_\_\_\_\_  
DateApproved as to form  
by City Attorney:\_\_\_\_\_  
Office of City Attorney\_\_\_\_\_  
DateApproved  
by City Auditor:\_\_\_\_\_  
Office of City Auditor\_\_\_\_\_  
Date