

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and East Portland Neighbors ("EPN" OR "GRANTEE") in an amount not to exceed \$1,522 for four neighborhood small grants. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

\$1,522 of this total is being granted to EPN, Inc. as fiscal sponsor for four projects, listed in this contract. Funds from another source make up the remaining \$8,238 for these four projects. Another \$20,240 is divided into seven (7) separate grants for projects; **Green Lents Community Tool Library "Do It Yourself Workshops"**; **Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run**; **Parkrose High Alumni Association 100 Years of Parkrose Music**; **Wisdom of the Elders Wisdom Community Gardens**; **Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens**; **Chess for Success After-School Chess Club at Shaver Elementary School**; and **Rosewood Neighborhood Prosperity Initiative District Rosewood Bicycle Fair**.

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

Listed below are the sub-recipients of neighborhood small grants receiving fiscal sponsorship from East Portland Neighbors, including sub-recipients' project title, organization, amount awarded, and a brief description of each project.

2013-18 Powellhurst-Gilbert National Night Out

Powellhurst-Gilbert Neighborhood Association

\$3,500.00

Produce the 2013 NNO event, featuring food, public safety and other sharing and information programs. Also provide culturally-diverse entertainment, reflecting the nature of the neighborhood.

2013-22 Movie & Community Fair at Gateway Park

Hazelwood Neighborhood Association

\$1,500.00

Produce a summer event with family-friendly activities, music and movie that attracts people of all ages, and diverse heritages can mingle and interact to continue gathering support for building out "Gateway Park". Also brings in as partners Woodland Park and Parkrose Heights NAs, area businesses and community groups.

2013-25 Parklane Neighborhood Fair and Movie

Centennial Community Association

\$1,930.00

Advocate expanding this "regional park in waiting" to full size by way of a Community Fair, Cruise-in, family activities, live music and a "Movie in the Park" showing.

2013-26 National Night Out at Glenfair Park 2013

Glenfair Neighborhood Association

\$2,830.00

Glenfair uses this event as their chief community-building efforts among its diverse community, including many ethnic populations. Many public and non-profit stakeholders exhibit at the event; much of the food is donated or provided a very low cost to attendees.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Raymond Hites, president of EPN.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this

Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:

1. Financial Report: A mid-project cost accounting of any grant fund expenditures to the four sub-recipient organizations shall be made available to the City by June 30, 2013 and a final cost accounting submitted by June 30, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by February 28, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$1,522 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.

- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the

course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided.

Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.

- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): East Portland Neighbors Inc.
 Address: 1017 NE 117th Ave, Portland OR 9722
 Employer Identification Number (EIN) 93-0959838
 City of Portland Business License # 440631
 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:

Raymond J. Hites
 Signature
Raymond J. Hites
 Name
President
 Title

Feb. 28, 2013
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: East Portland Neighbors

Name: Amalia Alarcon de Morris

Name: Raymond J. Hites

Title: Bureau Director

Raymond J. Hites
 Title: President

Date: [Signature]

Date: Feb. 28, 2013

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney ATTORNEY 3/5/13

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Green Lents (OR "GRANTEE") in an amount not to exceed \$3,300.00 for Community Tool Library "Do-It-Yourself Workshops". This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"**; **Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run**; **Parkrose High Alumni Association 100 Years of Parkrose Music**; **Wisdom of the Elders Wisdom Community Gardens**; **Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens**; **Chess for Success After-School Chess Club at Shaver Elementary School**; **The Rosewood Initiative Rosewood Bicycle Fair**; and **East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

450281

185945

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

Provide The Community Tool Library "Do-It-Yourself Workshops" project, in which GRANTEE will create and present five, two- to four-hour workshops with 10 to 20 participants each. The content will be drawn from local resources to teach basic building skills.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Jalene Littlejohn, Board Member, Green Lents.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 - 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 - 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
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strengthening existing, partnerships with other organizations or groups.

- b. Description of the types of activities each grantee hosted and how many people participated.
- c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
- d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

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- C. 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.
- D. 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.
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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.
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- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
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2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee _____

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4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

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deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

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- N. 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.
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- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.


GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Green Lents
 Address: 8814 SE Rural St. Portland, OR 97266
 Employer Identification Number (EIN) 45-3603079
 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:

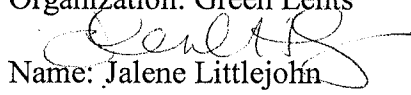
 02-26-13
 Signature Date
R. Jalene Littlejohn
 Name
Co-Chair, Board of Directors, Green Lents
 Title

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Green Lents

Name: Amalia Alarcon de Morris


 Name: Jalene Littlejohn

Title: Bureau Director

Title: Board Member

Date: 

Date: 02-26-13

Approved as to Form

APPROVED AS TO FORM

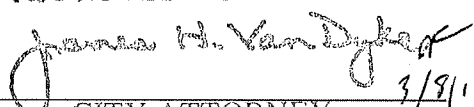
 3/9/13
 City Attorney CITY ATTORNEY

EXHIBIT C

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Nonprofit Association of Oregon (OR "GRANTEE") in an amount not to exceed \$3,500.00 for Midway's Day in May Fair & Fun Run. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"; Nonprofit Association of Oregon Midway's Day in May Fair & Fun Run; Parkrose High Alumni Association 100 Years of Parkrose Music; Wisdom of the Elders Wisdom Community Gardens; Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens; Chess for Success After-School Chess Club at Shaver Elementary School; The Rosewood Initiative Rosewood Bicycle Fair; and East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The Midway's Day in May Fair & Fun Run project, in which includes vendor booths from area businesses, artists, community organizations, neighborhood associations, & food booths, a bike rodeo and music from local musicians to celebrate the four neighborhoods within the Neighborhood Prosperity Initiative district.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Kim Vu, Fiscal Manager, Nonprofit Association of Oregon.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to

stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.

- b. Description of the types of activities each grantee hosted and how many people participated.
- c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
- d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

- 3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$ 3,500.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.
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GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Nonprofit Assn of Oregon
 Address: 5100 SW Macadam Ave, Ste 360, Portland, OR 97239
 Employer Identification Number (EIN) 93-0685385
 City of Portland Business License # 440545
 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:

Kim Vu
 Signature
Kim Vu
 Name
Fiscal Manager
 Title

2/25/13
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Nonprofit Association of Oregon

Name: Amalia Alarcon de Morris

Name: Kim Vu, SEE ABOVE

Title: Bureau Director

Title: Fiscal Manager

Date: 3/1/13

Date: _____

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney ATTORNEY 3/1/13

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and The Rosewood Initiative (OR "GRANTEE") in an amount not to exceed \$3,100.00 for Rosewood Bike Fair. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"; Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run; Parkrose High Alumni Association 100 Years of Parkrose Music; Wisdom of the Elders Wisdom Community Gardens; Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens; Chess for Success After-School Chess Club at Shaver Elementary School; The Rosewood Initiative Rosewood Bicycle Fair; and East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The Rosewood Bike Fair project will conduct two bicycle safety fairs for adults and youth. It will also provide a "ride safely" class. Bike mechanics will offer small repair and fix-a-flat classes. The project will also provide safety lights and helmets for participants.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Jenny Glass, with The Rosewood Initiative.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or

strengthening existing, partnerships with other organizations or groups.

- b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$3,100.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all

deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.

U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.

V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.

X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Jennifer Glass, The Rosewood Initiative
 Address: PO Box 9175, Portland, OR 97207
 Employer Identification Number (EIN) 27-3823320
 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:

Jennifer Glass
 Signature
Jennifer Glass
 Name
Executive Director
 Title

2/26/13
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: The Rosewood Initiative

Name: Amalia Alarcon de Morris

Name: Jenny Glass

Title: Bureau Director

Title: Exec. Director

Date: [Signature]

Date: 2/26/13

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney
3/5/13

EXHIBIT E

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Chess for Success (OR "GRANTEE") in an amount not to exceed \$1,568.00 supporting an After-school Chess Club at Shaver Elementary. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"; Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run; Parkrose High Alumni Association 100 Years of Parkrose Music; Wisdom of the Elders Wisdom Community Gardens; Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens; Chess for Success After-School Chess Club at Shaver Elementary School; The Rosewood Initiative Rosewood Bicycle Fair; and East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The After-school Chess Club at Shaver Elementary School provides an after-school chess club. A teacher in the school is paid to coach the clubs and community volunteers assist in the clubs, in this school, where 90% of the students qualify for free food programs, and 67% are minorities. Program activities are managed by a paid coach, a teacher at the school. The school receives all chess equipment for the clubs, including chess sets, demonstration boards, 30 lesson plans and a chess library. Students receive T-shirts and chess sets to take home at the end of the year.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Julie Young, Executive Director, Chess for Success.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):

- a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
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III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$ 1,568.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

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- 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.
- F. 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.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the

grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
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- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
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2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

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5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
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applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

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- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
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Manager.

- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
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- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
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V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

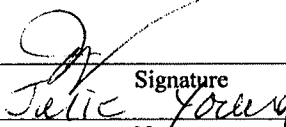
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Julie Young - Chess for Success
 Address: 2701 NW Vaughn St. # 101
 Employer Identification Number (EIN) 93-1208405
 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
Julie Young
 Name
Executive Director
 Title

2-25-13
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

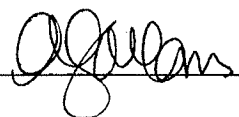
Organization: Chess for Success

Name: Amalia Alarcon de Morris

Name: Julie Young

Title: Bureau Director

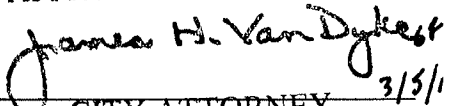
Title: Executive Director

Date: 

Date: _____

Approved as to Form

APPROVED AS TO FORM


 City Attorney CITY ATTORNEY 3/5/13

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Outgrowing Hunger (OR "GRANTEE") in an amount not to exceed \$2,320.00 for [Rosewood area] East Portland Neighborhood Gardens. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"**; **Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run**; **Parkrose High Alumni Association 100 Years of Parkrose Music**; **Wisdom of the Elders Wisdom Community Gardens**; **Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens**; **Chess for Success After-School Chess Club at Shaver Elementary School**; **The Rosewood Initiative Rosewood Bicycle Fair**; and **East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The [Rosewood area] East Portland Neighborhood Gardens project, in which funding will support community engagement and outreach events: Three (3) Community events, Five (5) community meetings, teach Four (4) after-school or adult education classes, host Twenty-four (24) weekly work sessions, and translate project material.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Adam Kohl, Executive Director, Outgrowing Hunger.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to

stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.

- b. Description of the types of activities each grantee hosted and how many people participated.
- c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
- d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

- 3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$2,320.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the

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GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Outgrowing Hunger
 Address: 235 NE 56th Ave, Portland OR 97213
 Employer Identification Number (EIN) 45-2380984
 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:

Adam Kohl
 Signature
Adam Kohl
 Name
Executive Director
 Title

Feb 26, 2013
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Outgrowing Hunger

Name: Amalia Alarcon de Morris

Name: Adam Kohl

Title: Bureau Director

Title: Executive Director

Date: 2/26/13

Date: Feb 26, 2013

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney
 CITY ATTORNEY 3/8/13

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Wisdom of the Elders (OR "GRANTEE") in an amount not to exceed \$2,952.00 for the Wisdom Community Gardens project. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"**; **Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run**; **Parkrose High Alumni Association 100 Years of Parkrose Music**; **Wisdom of the Elders Wisdom Community Gardens**; **Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens**; **Chess for Success After-School Chess Club at Shaver Elementary School**; **The Rosewood Initiative Rosewood Bicycle Fair**; and **East Portland Neighbors, Inc, Powellhurst-Gilbert National Night Out, Movie & Community Fair at Gateway Park, Parklane Neighborhood Fair and Movie, National Night Out at Glenfair Park 2013**

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The Wisdom Community Gardens project provides a space for reconnecting the Native American community in Portland to their first foods, native plants and cultural practices surrounding gardening and healthy food preparation, and knowledge of native medicinal plants. It will support new gardeners with starts, training and mentoring and coordinating workshops and work parties. Organizers will involve several volunteer groups to help construct the next phase of garden structures: additional raised beds, trellises and supports to expand food growing capacity on site, coordinating with NAYA and the Siletz Tribe. The project plans to engage 25-30 individuals by sponsoring periodic hands on workshops through the summer.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Rose High Bear, with Wisdom of the Elders.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 - 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 - 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):

- a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$ 2,952.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 460281
- 185945
- 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.
- F. 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.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the

grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau BH

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with

applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant

Manager.

- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Wisdom of the Elders LLC
 Address: 3203 SE 109th, Portland, OR 97266
 Employer Identification Number (EIN) 93-1164114
 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:

Rose High Bear
 Signature
Rose High Bear
 Name
Executive Director
 Title

25 Feb 2013
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Wisdom of the Elders

Name: Amalia Alarcon de Morris

Name: Rose High Bear

Title: Bureau Director

Title: Executive Director

Date: [Signature]

Date: 25 February 2013

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney 3/5/14

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Parkrose School District (OR "GRANTEE") in an amount not to exceed \$3,500.00 for "100 Years of Parkrose Music". This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations meet one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

The ONI FY 2012-13 budget allocates \$21,762 in funding for these grants for East Portland. Twenty-eight grant applications were received for a total request of \$74,434. The East Portland Grants Review Committee identified eleven grant projects to be funded.

The total \$21,762 in funding is divided into eight (8) separate grants for projects: **Green Lents Community Tool Library "Do It Yourself Workshops"**; **Division Midway Alliance For Community Improvement Midway's Day in May Fair & Fun Run**; **Parkrose High Alumni Association 100 Years of Parkrose Music**; **Wisdom of the Elders Wisdom Community Gardens**; **Outgrowing Hunger [Rosewood area] East Portland Neighborhood Gardens**; **Chess for Success After-School Chess Club at Shaver Elementary School**; **The Rosewood Initiative Rosewood Bicycle Fair**; and **East Portland Neighbors, Inc, Parklane Neighborhood Fair and Movie**.

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The *100 Years of Parkrose Music* project will involve alumni, students and the community, showing Parkrose School District music programs through the decades. According to their application, this event will "bring together a stellar group of alumni performers" to provide the musical talent for a public program to be held in conjunction with the Parkrose Farmer's Market on Saturday, September 7, 2013. This project will be advertised via flyers and paid advertisements in the Bronco Blaze and the Mid-county Memo (newspaper).

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Mary Larson, with the Parkrose School District.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the EPNO Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. This includes two "Mid-Term Check-ins, one each on April 30, 2013 and one on August 15, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting submitted by January 31, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):

- a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least six digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$3,500.00 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.

- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to

the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all

required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.

- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Parkrose SD 5th
 Address: 1434 NE Prescott St. Portland, OR
 Employer Identification Number (EIN) 93-6000833 97225
 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:

Mary Larson 2/25/13
 Signature Date
Mary Larson
 Name
Director of Business Services
 Title

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Parkrose School District

Name: Amalia Alarcon de Morris

Name: Mary Larson

Title: Bureau Director

Title: Director of Business Services

Date: 3/5/13

Date: 2/25/13

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney 3/5/13

EXHIBIT I

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Kenton Action Plan dba North Portland Community Works (OR "GRANTEE") in an amount not to exceed \$11,757. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations build livable, equitable, and sustainable neighborhoods and communities for all by meeting one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2012-13 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$93,855 through City General Fund dollars in this cycle to be distributed for neighborhood and community projects. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

North Portland Neighborhood Services, a city-administered neighborhood office, administers its grant dollars and distributes funds to grantees through the Kenton Action Plan (dba "North Portland Community Works" (NPCW)).

The ONI FY 2012-13 budget allocates \$11,757 in funding for these grants and administrative overhead for North Portland. Twenty three grant applications were received for a total request of \$48,411. There was \$11,757 available to allocate this grant cycle. North Portland grant review committee identified eleven grant projects to be funded.

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

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

Listed below are the sub-recipients of neighborhood small grants receiving fiscal sponsorship from North Portland Community Works, including sub-recipients' organization, project title, amount awarded, and a brief description of each project.

Friends of Baltimore Woods

\$2420

Friends of Baltimore Woods (FoBW) will acquire a commercial-grade, pedal-powered cargo tricycle (a trike), fitted with a custom-built cargo box, to be used by FoBW at volunteer work parties and community events. The cargo box will be insulated to carry hot and/or cold refreshments to work parties; and will be designed to support a shelter against rain and sun. As a public outreach tool, the box will feature pull-out shelving and folding display panels for presenting maps, information and fund-raising merchandise.

npGREENWAY

\$500

Since 2004, the volunteers of the Friends of the North Portland Willamette Greenway Trail (npGREENWAY) have been working to promote the idea of a new trail along the Willamette River from the Steel Bridge to Kelley Point Park. This trail will be a multi-purpose trail connecting neighborhoods to the river and to 20,000 plus jobs. Grant funding will be used to engage a graphic artist to update npGREENWAY's current "Vision Map" and brochures to include the new information coming from the North Portland Greenway Trail Alignment Study.

Piedmont Neighborhood Association

\$763

To help build community engagement in Piedmont, grant funding will be used to produce a distribute reusable yard signs that will increase awareness of the association, increase social network engagement, increase meeting attendance and ultimately increase neighbors' engagement via a simple visual offline reminder the week leading up to our association meeting.

Chess for Success

\$500

Chess for Success in North Portland Schools will use grant funding to purchase chess sets for students participating in after school program.

East Columbia Neighborhood Association

\$700

Grant funds will be used to fund "Taste of the Neighborhood", a project to stage a potluck event in East Columbia neighborhood focusing on attracting a diverse group of neighbors from all parts of our neighborhood, particularly o focus on low-income areas where participation has been low.

Aspire Project

\$450

Flourishing at the Firehouse will fund the construction of Dance bars at the Interstate Firehouse Cultural Center allowing the Aspire project to expand its service to low-income student participants.

North Portland Tool Library

\$1949

Grant funds will be used to improve and expand communications amongst North Portland Tool Library members and partners, and to develop and expand workshop offerings. Funds will also be used to supply NPTL's growing membership with an expanded selection of quality tools by purchasing new tools and servicing popular tools.

Sustainable Overlook

\$475

Sustainable Overlook is a volunteer group, composed of neighbors ranging in age from 25 –70 years old. Funds will be used to generate awareness regarding sustainability and community resilience, while also building social cohesion through regular programing.

TLC-TNT

\$2000

Grant funds will be used by TLC-TNT to pay peer mentors in the summer day camp program serving disengaged low-income youth to help students thrive academically, socially, and economically. Youth violence, vandalism, and gang activity are often the result. The TLC-TNT program has a diverse group of peer mentors, speaking five languages among them. Because they represent different ethnic groups but work as a team they are able to attract new and diverse peer mentors. The veteran peer mentors serve as examples, resources, as tutors, and as advocates to the new ones. Former peer mentors serve on the board and volunteer at activities, continuing to sustain the program and support those involved.

University Park Neighborhood Association

\$500

Safety through communication is a project in the University Park neighborhood to engage residents in community building through Neighborhood Watch, National Night Out picnic, and newsletter. The funds would be used for printing two newsletters, a flier for the Neighborhood Watch program and a special flier in three languages for the National Night Out picnic and movie night.

St Johns Farmers Market

\$1500

Matching funds will provide employment for Roosevelt High School student interns who will work at the 2013 St Johns Farmers Market.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Jason Hatch, president of NPCW.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.

- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:
1. Financial Report: A mid-project cost accounting of any grant fund expenditures to the fourteen sub-recipient organizations shall be made available to the City by June 30, 2013 and June 30, 2014 and a final cost accounting submitted by June 30, 2014. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by April 30, 2014 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. Provide at least one digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.
 3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$11,757 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.

- C. 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.
- D. 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.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- 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.
- F. 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.
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- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the

course of this Agreement and during the four (4) year period established above. As applicable, 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 General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau BH

Waived by operating Bureau Director or designee

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

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4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided.

Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. 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.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.

- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

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GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Kenton Action Plan dba North Portland Community Works

Address: 2209 N. Schofield, Portland, OR 97217

Employer Identification Number (EIN) _____

City of Portland Business License # 440603 Federal Tax ID# 93-1156762

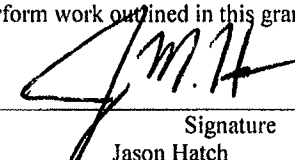
Citizenship: Nonresident alien ☐ Yes ☐ No

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
Jason Hatch

 Name
President

 Title

2/27/13

 Date

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CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: 

Approved as to Form

GRANTEE

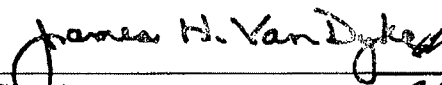
North Portland Community Works

Name: Jason M. Hatch

Title: President

Date: 2/27/13

APPROVED AS TO FORM



 City Attorney
3/5/13