



# East Portland Action Plan (EPAP)

## 2017 Civic Engagement Grant Award Recommendation

The EPAP Civic Engagement Subcommittee designed this grant program to implement Civic Engagement in racial and ethnic underrepresented culturally specific communities with language appropriate communication that leads to further community involvement.

These are NOT to be multicultural projects, but projects that target racial and ethnic specific language and cultural communities to involve them in entry level civic engagement opportunities that enhance public involvement participation in underserved communities.

The 2017 EPAP Civic Engagement Grant application process received 12 applicant projects for a total ask of \$104,264. The Grant Review Committee recommended funding the following 8 projects for a total cost of \$73,996. On December 7, 2016 at the EPAP general meeting, the recommendation was endorsed by full consensus.

<u>Organization</u>	<u>Project</u>	<u>Leverage</u>	<u>Funded</u>
Exhibit 'B' African Youth & Community Organization (AYCO)	<b>East African Literacy and Education Project will:</b> build an organized group of Somali parents to engage with the school system and improve equitable outcomes for immigrant and refugee children. We will hold informational sessions about the school system - how it works, rights and expectations, and opportunities to find help. Documents will be developed to guide schools in what parents and students need to know and to provide monthly survey feedback mechanisms that support student and parent advocacy.	\$5,766	\$9,450

<b><u>Organization</u></b>	<b><u>Project</u></b>	<b><u>Leverage</u></b>	<b><u>Funded</u></b>
Exhibit 'C' Community Energy Project, Inc.	<b>Weatherization + Lead Prevention Workshops for Russian Speaking Communities will:</b> empower community members to assess the condition of their homes, create action plans, and implement the materials provided at the workshops to make their homes more energy efficient and comfortable. Participants will be encouraged to take part in leadership volunteer opportunities, including becoming a Workshop Leader/Trainer.	\$15,569	\$7,623
Exhibit 'D' East Portland Neighbors: Association of Russian Speaking Compatriots, US	<b>We are a Slavic people; it is our culture; we like to be together. We are residents of East Portland:</b> We build community as we actively organize for 11- months to share the annual Slavic festival that includes culture and sports and has interactive activities for different ages, ethnicities, and aspects of our community.	\$70,590	\$13,828
Exhibit 'E' Ecumenical Ministries of Oregon: SOAR Immigration Legal Services Program	<b>New Americans Initiative - East Portland will:</b> offer culturally and linguistically appropriate Russian-language Citizen Classes that will prepare individuals to successfully pass the U.S. Citizenship Test and become more actively engaged in their East Portland community. Classes include free legal services for those eligible and a free Voter Education class for those who become naturalized.	\$12,050	\$6,000
Exhibit 'F' Elders in Action	<b>Need Assessment of Underserved Older Adults will:</b> hold interactive focus discussions that reach, educate, and empower older adults from East Portland's Bhutanese and Latino/Hispanic communities to: identify service gaps, develop culturally and language specific curriculum, and provide service and advocacy when needed.	\$2,500	\$5,720

<u>Organization</u>	<u>Project</u>	<u>Leverage</u>	<u>Funded</u>
Exhibit 'G' Growing Gardens	<b>Families Saludables (Healthy Families)</b> , using school-based garden programs, creates a pathway for increasing Latino family engagement with the school community: parents learn alongside their children; share their knowledge; and break bread with teachers, administrators, and other parents in a comfortable setting that builds leadership. Students are engaged in hands-on STEM learning and families learn, in the language and culturally specific classes, workshops, and events, to grow healthy food, which reduces hunger.	\$40,400	\$14,000
Exhibit 'H' Northwest Family Services	<b>Peer Court and Family Empowerment Project is:</b> an education and restorative justice program that engages Latino high school students in jury trainings led by licensed attorneys and staff. Students learn criminal justice and law professions and develop public speaking skills, while establishing peer accountability without involvement in the juvenile justice system. Latino Family Empowerment workshops build communication skills and help develop understanding and empathy for one another's experiences through learning how the teen brain works and how to support youth in this time of growth and change, while addressing the negative effects of drugs, alcohol, and truancy.	\$19,485	\$12,535

<u>Organization</u>	<u>Project</u>	<u>Leverage</u>	<u>Funded</u>
Exhibit 'I' The Jim Pepper Native Arts Festival	<b>Jim PepperFest 2017: 5th Annual Jim Pepper Native Arts Festival:</b> features American Indian/First Nations' performance artists, speakers, and vendors. We address a wide-range of issues important to American indigenous populations, often in their own first languages. The focus is on strengthening families and improving health and well-being. Youth will be actively recruited for the board, working group, and Scholarship committee to evaluate future applicants.	\$26,620	\$4,840

#### EAST PORTLAND ACTION PLAN

<http://eastportlandactionplan.org/>

East Portland Neighborhood Office 1017 NE 117<sup>th</sup> Ave. Portland, OR 97220

503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov)

2017.03.01

**GRANT AGREEMENT NO.**

This Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and AYCO (African Youth and Community Organization) (OR “GRANTEE”) in an amount not to exceed \$9,450.00. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

**RECITALS:**

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains **Strategies** and **Actions** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded AYCO with an allocation of \$9,450.00.

The AYCO “East African Literacy and Education Project” will: build an organized group of Somali parents to engage with the school system and improve equitable outcomes for immigrant and refugee children. We will hold informational sessions about the school system - how it works, rights and expectations, and opportunities to find help. Documents will be developed to

guide schools in what parents and students need to know and to provide monthly survey feedback mechanisms that support student and parent advocacy.

## **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:

To be provided through AYCO “East African Literacy and Education Project”:

- Address East Portland Action Plan items: L.7.1, SN.5.2, and SN.5.3.
- 20 parents will attend two (2) sessions per month from June through August (6 total) informational sessions about how the school system works, student rights and expectations, and opportunities for help, advocacy training and communication coaching, and documentation of what parents want schools to know about their children in order to increase support.
- Monthly surveys will be given during the following school year (9 surveys).
- Two (2) Parent Peer Coordinators will be identified by September 2017 and given stipends to lead monthly (9) meetings for additional parents to build capacity for East African parents and to help plan for the next stages of strategic priority setting and creation of an action plan to empowerment.
- Parents English language skills will be built in an atmosphere that builds cultural and community engagement, with a part-time English as a Second Language teacher who will receive a stipend for a bi-weekly class of 4-hours per week minimum beginning in July 2017.
- Resources to be offered include: food and beverage for meetings, gift cards for regular meeting attendance incentives, and classroom materials.
- EPAP will be acknowledged on all AYCO website and social media postings; on flyers distributed at the AYCO office and David Douglas schools; and by word-of-mouth in the AYCO community.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: AYCO will acknowledge the City of Portland East Portland Action Plan 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. 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 Jamal Dar: 971.254.8916 and [jamal@aycoworld.org](mailto:jamal@aycoworld.org) and Shelly Straton: [shelly@aycoworld.org](mailto:shelly@aycoworld.org), or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov), or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  - 2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$9,450.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce

or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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**

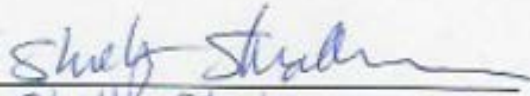
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Shelly Stratton  
Title: Development Manager  
Date: 3/7/17

Approved as to Form

\_\_\_\_\_  
City Attorney

**GRANT AGREEMENT NO.**

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Community Energy Project INC (OR "GRANTEE") in an amount not to exceed \$7,623.00. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**RECITALS:**

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

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2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded Community Energy Project INC with an allocation of \$7,623.00.

The Community Energy Project INC "Weatherization and Lead Prevention Workshops for Russian Speaking Communities" will: empower community members to assess the condition of their homes, create action plans, and implement the materials provided at the workshops to make their homes more energy efficient and comfortable. Participants will be encouraged to take part in leadership volunteer opportunities, including becoming a Workshop Leader/Trainer.

## **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:

To be provided through Community Energy Project INC “Weatherization and Lead Prevention Workshops for Russian Speaking Communities”:

- Address East Portland Action Plan strategies and items: HD.2, HD.2.3, and HD.2.4.
- Five (5) workshops will be dedicated specifically to Russian speaking communities living in East Portland.
- Up to 15 participants will attend each class, with a commitment to involve 75 participants, each receiving culturally-specific hands-on education about weatherization or lead prevention.
- Resources to be offered include: food, snacks, dinnerware, lead and weatherization kits valued at \$65 per kit, and an \$8 gas card for each participant.
- EPAP will be acknowledged on: ads placed with and interviews on Slavic Family Radio; print ads in Russian language newspapers and magazines; a press release acknowledging the project; the Community Energy Project (CEP) monthly electronic newsletter; and the CEP website.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: Community Energy Project INC will acknowledge the City of Portland East Portland Action Plan 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. 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 Sherrie Pelsma: 503.284.6827 Ext. 106 and [sherrie@communityenergyproject.org](mailto:sherrie@communityenergyproject.org), or such other person as may be designated by the GRANTEE in writing.

- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov) , or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  - 2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$7,623.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.



- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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**

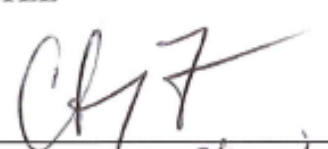
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Name: Charity Fain  
Title: Executive Director  
Date: 3/7/17

Approved as to Form

\_\_\_\_\_  
City Attorney

**GRANT AGREEMENT NO.**

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and East Portland Neighbors – Association of Russian Speaking Compatriots, US (OR "GRANTEE") in an amount not to exceed \$13, 828.00. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**RECITALS:**

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded East Portland Neighbors, INC – Association of Russian Speaking Compatriots, US with an allocation of \$13, 828.00.

The East Portland Neighbors – Association of Russian Speaking Compatriots, US "We are a Slavic People, it is our culture, we like to be together. We are residents of East Portland" project will: build community as we actively organize for 11- months to share the annual Slavic festival that includes culture and sports and has interactive activities for different ages, ethnicities, and aspects of our community.



## **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:

To be provided through East Portland Neighbors – Association of Russian Speaking Compatriots, US “We are a Slavic People, it is our culture, we like to be together. We are residents of East Portland”:

- Address East Portland Action Plan items: CB.1.2+.3, CB.3.2, CB.5.2, CB.7.2, CN.4.3, and EC.4.2.
- A 2-day free Slavic Festival will be held the summer of 2017 at Ventura Park, with a projected 10,000 people in attendance.
- 5 – 7 partners will lead workgroups involving over 100 people over a 10 – 12-month period in preparation for the festival, with weekly meetings beginning in June 2017.
- 30 volunteers will work 840 hours during the festival.
- 3 bands, 5 singers, and 2 dance groups will perform throughout the day.
- 30 young athletes will develop a special program: “Our Sport is a healthy Life” and will perform at the festival and make several presentations in the course of the year.
- Resources to be offered include: food, beverage, and travel costs for festival volunteers; and Sport Youth stipends.
- EPAP will be acknowledged in all outreach materials: on Slavic Festival website and social media postings; on flyers and media purchases; when speaking about the Slavic Festival on radio, and on signage and the stage at the festival.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: East Portland Neighbors – Association of Russian Speaking Compatriots, US will acknowledge the City of Portland East Portland Action Plan 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. 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 Galina Nekrosova: 503.332.2798 and [galinanek@frontier.com](mailto:galinanek@frontier.com), or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov), or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$13,828.00 upon execution of this grant agreement and receipt of an Invoice.

- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

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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.

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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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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 December 15, 2018.

### CITY OF PORTLAND

### GRANTEE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Name: Ron Glanville  
Title: Secretary  
Date: March 19, 2017

Approved as to Form

\_\_\_\_\_  
City Attorney

## GRANT AGREEMENT NO.

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Ecumenical Ministries of Oregon (EMP) (OR "GRANTEE") in an amount not to exceed \$6,000.00. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

## RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains **Strategies** and **Actions** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded Ecumenical Ministries of Oregon with an allocation of \$6,000.00.

The Ecumenical Ministries of Oregon "New Americans Initiative – East Portland" will: offer culturally and linguistically appropriate Russian-language Citizen Classes will prepare individuals to successfully pass the U.S. Citizenship Test and become more actively engaged in their East Portland community. Classes include free legal services and a free Voter Education class for those who become naturalized. Funding will also support a Community Needs



Assessment to identify additional East Portland ethnic communities in need of future services.

**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:

To be provided through Ecumenical Ministries of Oregon “New Americans Initiative – East Portland”:

- Address East Portland Action Plan item: CB.2.3.
- Two (2) Russian language citizenship class series once per week for two (2) hours each 10-weeks long (40 instructional hours), serving at least 15 people will be held at Midland Library.
- The curriculum will focus on U.S Civics and History, with a strong civic engagement component, enabling students to learn the information necessary to pass the Citizenship Examination.
- Community involvement and leadership placement opportunities will be offered to participants by encouraging them to: teach a class, speak to a class about their experience at the Citizenship interview, recruit friends to join future classes, and when naturalized to attend the Ecumenical Ministry of Oregon SOAR “Voter Education Classes”.
- Participants will be offered NAI services, including free legal services and consultations, for those who qualify.
- Resources to be offered include classroom materials.
- EPAP will be acknowledged on outreach materials, the Ecumenical Ministries of Oregon website, and during the class sessions.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: Ecumenical Ministries of Oregon will acknowledge the City of Portland East Portland Action Plan 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. 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 Caroline van der Harten: 503.384.2482 Ext 101 and [cvanderharten@emoregon.org](mailto:cvanderharten@emoregon.org), or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov) , or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  - 2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$6,000.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
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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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- 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.
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**V. TERM OF GRANT**

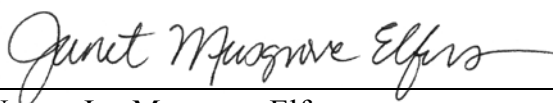
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This Grant Agreement and all work by GRANTEE shall terminate no later than December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Jan Musgrove Elfers  
Title: Executive Director  
Date: March 8, 2017

Approved as to Form

\_\_\_\_\_  
City Attorney



**GRANT AGREEMENT NO.**

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Elders In Action (OR "GRANTEE") in an amount not to exceed \$5,720.00. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

**RECITALS:**

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded Elders In Action with an allocation of \$5,720.00.

The "Need Assessment of Underserved Older Adults" project will: hold interactive focus discussions that reach, educate, and empower older adults from East Portland's Bhutanese and Latino/Hispanic communities to: identify service gaps, develop culturally and language specific curriculum, and provide service and advocacy when needed.

## **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:

To be provided through Elders In Action “Need Assessment of Underserved Older Adults” project:

- Address East Portland Action Plan strategies and items: CB.2; CB.2.3, and CB.3.1.
- Six (6) two (2) hour focus group sessions each will be held with both the Bhutanese and Hispanic/Latina/o communities.
- Feedback will be evaluated and participants will be debriefed.
- Summaries of the listening sessions will be developed and strategies developed to address unmet needs. This information will be shared with the City of Portland and Multnomah County.
- Resources to be offered include: bus tickets, gift cards, food, and co-facilitator stipends.
- EPAP will be invited to attend the input sessions and all session outreach materials will include recognition of the EPAP contribution.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: Elders In Action will acknowledge the City of Portland East Portland Action Plan 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. 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 Lisha Shrestha: 503.235.5474 and [lisha@eldersinaction.org](mailto:lisha@eldersinaction.org), or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov), or such other person as may be designated by CITY in writing.

- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$5,720.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual

monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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 December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Barbara Bernstein  
Title: ED  
Date: 2/8/17

Approved as to Form

\_\_\_\_\_  
City Attorney

## **GRANT AGREEMENT NO.**

This Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and Growing Gardens (OR “GRANTEE”) in an amount not to exceed \$14,000.00. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

## **RECITALS:**

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains ***Strategies*** and ***Actions*** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded Growing Gardens with an allocation of \$14,000.00.

The Growing Gardens “Families Saludables (Healthy Families)” project, using school-based garden programs, creates a pathway for increasing Latino family engagement with the school community: parents learn alongside their children; share their knowledge; and break bread with teachers, administrators, and other parents in a comfortable setting that builds leadership. Students are engaged in hands-on STEM learning and families learn, in the language and

culturally specific classes, workshops, and events, to grow healthy food, which reduces hunger.

## **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:

To be provided through the Growing Gardens “Families Saludables (Healthy Families)” project:

- Address East Portland Action Plan strategies and items: L.2+7, SN.5+6, CB.1, and P.1.
- 60 (200 adults and 150 children) Latino families will become active participants in school gardens and in growing food at home. This will include: initial home visits and soil tests, garden installation, classes/workshops, garden visits, and mentoring.
- 150 people will engage in 2-hour session cooking demonstrations at food pantries.
- 300 families will receive education and resources on growing food at home through 2-hour school events.
- 750 students will receive hands-on, garden-based education through after-school and summer SUN programming.
- Classes, workshops, and home visits will provide Spanish language materials; culturally appropriate food, seeds, plant starts, and bi-lingual education (in that a goal of the Latino Families is to build English language skills). The accumulation of services will engage 1,400 adults and children for a total 8,000 project hours.
- Resources to be offered include: food, childcare, Spanish-language handouts, seeds, plant starts, tools, garden bed materials, compost, amendments, fertilizer, and other gardening supplies as needed.
- EPAP will be acknowledged through the Growing Gardens Facebook, monthly newsletter, and on project-related materials (workshop handouts, promotional flyers, etc.).
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: Growing Gardens will acknowledge the City of Portland East Portland Action Plan 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. 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 **Emily Keeler: 503.284.8420 Ext. 101** and [emily@growing-gardens.org](mailto:emily@growing-gardens.org) , or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov) , or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
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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 \$14,000.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce

or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

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- 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.
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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.
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- 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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

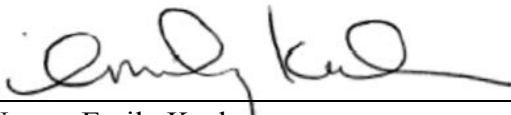
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than December 15, 2018.

### CITY OF PORTLAND

### GRANTEE

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Emily Keeler  
Title: Home Gardens Director  
Date: March 8, 2017

Approved as to Form

\_\_\_\_\_  
City Attorney

## GRANT AGREEMENT NO.

This Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and Northwest Family Services (OR “GRANTEE”) in an amount not to exceed \$12,535.00. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

## RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains **Strategies** and **Actions** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded Northwest Family Services with an allocation of \$12,535.00.

The Northwest Family Services “Peer Court and Family Empowerment Project”: is an education and restorative justice program that engages Latino high school students in jury trainings led by licensed attorneys and staff. Students learn criminal justice and law professions and develop public speaking skills, while establishing peer accountability without involvement in the juvenile justice system. Latino Family Empowerment workshops build communication skills and help

develop understanding and empathy for one another's experiences through learning how the teen brain works and how to support youth in this time of growth and change, while addressing the negative effects of drugs, alcohol, and truancy.

## **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:

To be provided through Northwest Family Services "Peer Court and Family Empowerment Project":

- Address East Portland Action Plan (EPAP) strategies and items: L.2+.3.2 +.4+.7.
- 25 – 30 East Portland high school students, and in particular Latino students, will be recruited and trained to become peer attorneys, jurors, and bailiffs in two trainings during the year, so that each student receives 5 hours of training for the year.
- Up to 30 Peer Attorneys will put their training into practice, with monthly training during the academic year from licensed attorneys during these Peer Court hearings.
- A total of 50 – 75 Latino youth and parents will attend a two-hour Family Empowerment workshop to be held in Spanish at David Douglas High School and which will be offered monthly during the school year (9 times). Latino parents will be recruited to help co-facilitate and co-lead small group discussions during workshops.
- 20 Latino parents referred to the program due to student truancy issues will be given an additional workshop session focusing on parent-skill training.
- East Portland youth will engage in training/mentoring the new student volunteers and 20 students will offer classroom and community event presentations and on the Peer Court experience.
- Resources to be offered include: youth vouchers, phones, equipment use, and printing of materials.
- EPAP will be acknowledged on the project's materials, flyers, media interviews, and the Northwest Family Services website.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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



- A. Publicity: Northwest Family Services will acknowledge the City of Portland East Portland Action Plan 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. 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 Harvey-Trigoso: 503.358.7783 and [kharvey-trigoso@nwfs.org](mailto:kharvey-trigoso@nwfs.org), or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov), or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$12,535.00 upon execution of this grant agreement and receipt of an Invoice.

- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
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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.
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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.
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- 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.
- W. 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 December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Rose Fuller  
Northwest Family Services  
Name: Rose Fuller  
Title: Executive Director  
Date: 3/3/2017

Approved as to Form

\_\_\_\_\_  
City Attorney

## GRANT AGREEMENT NO.

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and The Jim Pepper Native Arts Festival (OR "GRANTEE") in an amount not to exceed \$4,840.00. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

## RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight-month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains **Strategies** and **Actions** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP was convened to provide leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability and prevent displacement in East Portland. East Portland is defined as the Neighborhood Office (EPNO) coalition area.

The EPAP 2017 Civic Engagement Grants Program received 12 grant applications for a total request of \$104,264, and is recommending \$73,996 to be dispersed amongst 8 projects. A successful application was required to:

1. Address at least one East Portland Action Plan strategy or item.
2. Encourage civic engagement in under supported race and ethnic culturally specific communities with language appropriate communication that leads to further community involvement of people not usually included in decision making.
3. Actively guide East Portland community members in the next steps to take advantage of opportunities for leadership building and civic engagement when the grant project is done.
4. Take place in and benefit the residents of the East Portland Neighborhood Office area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee and unanimous approval at the December 7, 2016 general EPAP meeting, awarded The Jim Pepper Native Arts Festival with an allocation of \$4,840.00.

The Jim Pepper Native Arts Festival "Jim PepperFest 2017: 5th Annual Jim Pepper Native Arts Festival": features American Indian/First Nations' performance artists, speakers, and vendors. We address a wide-range of issues important to American indigenous populations, often in their own first languages. The focus is on strengthening families and improving health and well-being. Youth will be actively recruited for the board, working group, and Scholarship committee to evaluate future applicants.

## **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:

To be provided through The Jim Pepper Native Arts Festival “Jim PepperFest 2017: 5th Annual Jim Pepper Native Arts Festival”:

- Address East Portland Action Plan strategies and items: CB.1.2+.3, CB.3, CB.4, and CB.5.1.
- A free Jim PepperFest will be held at Parkrose High School the last Saturday of September 2017. Native American performers and vendors will be supported to participate.
- Jim PepperFest performances will be documented through video recordings.
- Youth will be actively recruited for the board, working group, and Scholarship Committee to disperse the funds raised from related fundraising for the \$250 scholarships.
- EPAP will be acknowledged on all JimPepperfest website and social media postings and on flyers. EPAP will be welcomed to table at the event for free.
- Photographs (2 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates).

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

- A. Publicity: The Jim Pepper Native Arts Festival will acknowledge the City of Portland East Portland Action Plan 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. 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 Sean Aaron Cruz: 503.804.2616 and [music@jimpepperfest.net](mailto:music@jimpepperfest.net) , or such other person as may be designated by the GRANTEE in writing.
- C. City Grant Manager: The Grant Manager for this Agreement lore wintergreen, East Portland Action Plan Advocate: 503.823.4035 or [lore.wintergreen@portlandoregon.gov](mailto:lore.wintergreen@portlandoregon.gov) , or such other person as may be designated by CITY in writing.

- D. Billings/invoices/Payment: The 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 final cost accounting of any grant fund expenditures shall be made available to the City by December 15, 2018. Cost accounting reports shall be made available by June 1 of each fiscal year for which the grant is funded and shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount as of December 15, 2018.
  2. Performance Reports Will Include: Dated meeting sign-in attendance sheets, a completed "2017 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" addressing the aforementioned "ACTIONS TO BE TAKEN BY THE GRANTEE", two (2) jpg photographs, and posting of grant activity and accomplishment documentation on the East Portland Action Plan webpage at: [www.eastportlandactionplan.org/updates](http://www.eastportlandactionplan.org/updates); and

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 \$4,840.00 upon execution of this grant agreement and receipt of an Invoice.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual

monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

#### IV. GENERAL 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.
  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. This coverage may be waived by the City of Portland Office of Neighborhood Involvement Director if found to not be applicable to the project performance.
  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.
- W. 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**

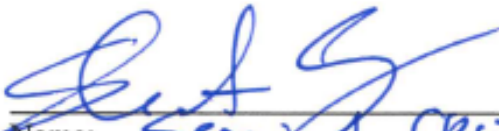
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than December 15, 2018.

**CITY OF PORTLAND**

**GRANTEE**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: SEAN A. CRUZ  
Title: EXECUTIVE DIRECTOR  
Date: FEB 3, 2017

Approved as to Form

\_\_\_\_\_  
City Attorney