Constructing Civic Dialogue Grant Partners			
Applicant Name	Project Title	Brief Description	Grant Amount
AORTA: Anti- Oppression Resource and Training Alliance Cooperative, INC	Conflict Transformation and Anti-Oppression: Building skills for healthy conflict, and dismantling systems of oppression	Through this 6 month long workshop series we will learn tools to examine and dismantle systems of oppression, and build healthy systems that allow us to navigate conflict in our organizations and personal lives. The project includes: five 4-hour trainings on healthy organizational communication, resolution not ruins: conflict resolution, fight in the system: destabilizing systemic oppression, anti-opppresive facilitation, and one new workshop developed for this project, 30 hours of consultation to indivduals from the workshops, and one day-long anti-oppression training.	\$21,500
Disability Art and Culture Project	Cool and Collective Disability Dialogue	Disability culture is vibrant, beautiful and exciting. We want to share it with others and create equitable environments. This project will hold five dialogues: three workshops with the city of Portland and two community dialogues lead by the Disabled Refugee Alliance for Disabled Refugees. The work will address Disability culture, Disability Justice, intersectional identities, access intimacy and advocacy.	\$20,410
Oregon Council for the Humanities	Community Conversations Across Portland	Oregon Humanities will foster generative dialogue between Portlanders of different opinions, beliefs, and backgrounds by 1) holding fifty facilitated community conversations that will engage 1,000 Portlanders in discussion on topics such as immigration, community, poverty, and race with half of the topics chosen by City of Portland staff and networks in collaboration with Oregon Humanities staff, and 2) holding two or three private facilitation trainings, free of charge to a total of fifty City of Portland staff, to teach skills in leading reflective discussions that participants can apply in their work and communities.	\$40,000
Training 4 Transformation, LLC	Trauma and Racism	T4T will conduct four workshops on Trauma and Racism geared towards helping service providers and community members gain a better understanding of how racism creates trauma in individuals, families and communities. This training will be interactive using experiential and adult learning models to maximize engagement. Additionally, it will center the experiences of communities of color. Each workshop will invite up to 40 participants from City of Portland staff, networks, and community.	\$20,000
The Vanport Mosaic	Stories in Movement: a series of facilitated story circles towards harvesting lessons of hope, resistance, and community resilience for these challenging times	In January 2019, the Vanport Mosaic will begin holding a series four of facilitated story circles with elders from Portland's historic communities of color towards harvesting lessons of hope, resistance and resilience for these challenging times. An outer circle of selected listeners will surround the circle of narrators, including the larger Vanport Mosaic coalition of memory activists, historians, educators, artists, activists, as well as representatives of City agencies, the business community, members of community-based organizations, academic and cultural institutions, funders. The project culminates with a final gathering of all story circles.	\$28,090 \$130,000

GRANT AGREEMENT NO.

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and ANTI-OPPRESSION RESOURCE AND TRAINING ALLIANCE COOPERATIVE, INC ("AORTA" or "GRANTEE") in an amount not to exceed \$21,500 for FY 2018-19 to fund a workshop series that will offer participants new skills for addressing conflict, improving group communication, and building an equity framework.

RECITALS:

- The Constructing Civic Dialogue Grant Program is a Office of Community & Civic Life ("Civic Life") program that provides multicultural, multilingual, and community-specific training and/or services to build community capacity to promote the common good through constructive dialogue. This grant program will offer services at no charge to Civic Life's networks to foster understanding of differing perspectives, generative public dialogue, and constructive conflict.
- 2. Civic Life selected applications through a competitive process from community-based organizations, individuals, firms, teams, consultants, etc. with demonstrated experience in the following areas: applying equity and inclusion to civic processes; fostering interconnected communities and a sense of belonging among its diverse members; and providing multicultural, multilingual, and community-specific engagement.
- 3. AORTA submitted a grant application for the FY 2018-19 Constructing Civic Dialogue Grant Program and was selected as one of the five recommended to be awarded a grant to its "Conflict Transformation and Anti-Oppression: Building skills for healthy conflict, and dismantling systems of oppression" workshop series.
- 4. In accordance with the FY 2018-19 Budget, the CITY now desires to make a grant award to AORTA in an amount not to exceed \$21,500.
- 5. AORTA, founded in 2010, is a national cooperative of skilled consultants with decades of experience as trainers, educators, organizers, and facilitators. AORTA is a queer, multi-racial, and feminist organization devoted to working for social justice as consultants, facilitators, and trainers to expand the capacity of progressive organizations and projects through education, training, and planning. The work is based on an intersectional approach to liberation because AORTA believes that true change requires uprooting all systems of oppression.
- 6. AORTA's workshop series will offer participants new skills for

addressing conflict, improving group communication, and building an equity framework. The focus will be explicitly on ways that individual own identities and access to power and privilege can impact approaches to conflict and communication, and how one can dismantle oppressive systems.

7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget), which is incorporated by reference.

<u>ARTICLE II – AGREEMENT PERIOD</u>

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting January 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

A. <u>Publicity</u>. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

- Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- 2. Policy Statement: The acknowledgement of Civic Life support must also include the following statement: "Any views, findings,

conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.

3. Credit Lines: A portion of the funding for the program/project comes from Civic Life: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."

All funding for the program/project comes from Civic Life: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."

- B. 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 ten (10) years after CITY makes final grant payment, GRANTEE has made final report, 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.
- C. <u>CITY Grant Manager</u>. CITY hereby appoints Kari Koch to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kari Koch City of Portland, Office of Community & Civic Life 4747 E Burnside St. Portland, OR 97215 phone: 503-823-2294

email: kari.koch@portlandoregon.gov

D. <u>GRANTEE Project Manager</u>. GRANTEE hereby appoints Peter Dakota Spencer-McElhatton to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Peter Dakota Spencer-McElhatton, Development Manager 865 Tatro Rd.

Starksboro, VT 05487 phone: 971-295-0887 email: peter@aorta.coop

E. <u>Billings/Invoices/Payment</u>. The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with

this Agreement.

- F. Report. GRANTEE will complete and submit to the CITY Grant Manager the following reports and documents:
 - 1. Partial Report: **Partial Reporting Form**, template included as ATTACHMENT C (Reporting Form), after the 15th day of December of each year.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

ARTICLE IV - PAYMENTS

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$21,500 for FY 2018-19. GRANTEE will submit monthly invoices using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. CITY's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using ATTACHMENT C and ATTACHMENT D.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services, or take any actions required by the Grant Agreement, the CITY may terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended, or reduced.
- E. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
- F. <u>Prevailing wages</u>. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage

- requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V – GENERAL GRANT PROVISIONS

- A. <u>Cause for Termination; Cure</u>. 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 estimated 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. <u>Penalty for Termination for Cause</u>. 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 that would require payment from any unused grant funds.
- F. <u>Changes in Anticipated Services</u>. 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, which 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 section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

I. Audit. CITY, either directly or through a designated representative, 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 ten (10) year period established above in

Article III.B. 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.

- J. <u>Indemnification</u>. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. <u>Insurance</u>. 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 for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

- 2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as a named insured, and the CITY and its officers, agents, and employees as additional insureds, for property damage, bodily injury, personal injury, and advertising injury arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.
- 3. <u>Automobile Liability Insurance</u>. 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.
- Additional Insured. The liability insurance coverages, except 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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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. All certificates must specify 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 nongrant 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 selfinsured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- L. <u>Grantee's Contractor; Non-Assignment</u>. 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.
- M. <u>Independent Contractor Status</u>. 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years 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.
- O. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. 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 taxexempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy 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.
- R. <u>Severability</u>. CITY and GRANTEE 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.
- S. <u>Merger</u>. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or

supplement the conditions of this Agreement that are not contained herein.

- T. 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.
- U. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Peter Dakota Spencer-McElhatton, Development Manager 865 Tatro Rd.

Starksboro, VT 05487 phone: 971-295-0887 email: peter@aorta.coop

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

Kari Koch
City of Portland, Office of Community & Civic Life
4747 E Burnside St.
Portland, OR 97215

phone: 503-823-2294

email: kari.koch@portlandoregon.gov

SIGNAT	URES:		
CITY O	F PORTLAND	GRANTE	E ,
· .	0.1.8	Neile	Jung
Name: Title:	Suk Rhee Director City of Portland, Office of Community & Civic Life	Title: V	leily Jennihgs Vorker Owner ORTA Collective
Date:		Date: 11	/16/2018
•			
APPRO	VED AS TO FORM:		
City Atto	orney, City of Portland		
Date:	•		

ATTACHMENT A

SCOPE OF WORK (FISCAL YEAR 2018-19)

List the Activities to be Completed:

- 1. Creation and facilitation five (5) of 4-hour long trainings to include:
 - Healthy Organizational Communication;
 - Resolution Not Ruins: Conflict Resolution in Your Organization;
 - Fighting the Systems: Destabilizing Systemic Oppression;
 - Anti-Oppressive Facilitation;
 - 1 new workshops developed specifically for this project (or, if interest exceeds workshop capacity, we may offer a workshop twice).
- 2. 30 hours of consultation to individuals looking to incorporate the tools they learn in their organizations.
- 3. Facilitation of one (1) day long immersive anti-oppression training.

Data Collection to Show Progress:

AORTA goal is to serve:

- 240 participants;
- 50% people of color;
- 25% LGBTQ people.

We also plan to gather information about participants' experience and confidence levels before and after our training, how they plan to use these skills, what organizations they are a part of, and what role they hold. Most importantly, AORTA plan to follow up with individuals in six (6) months to see how they have implemented the tools they learn in the workshop.

Outcome Measures:

In its workshops, AORTA strives for participants to experience personal transformation, yet to advance powerful movement building. AORTA anchors its approach in systemic, cultural, and organizational transformation.

Participants will be able to:

- Identify how oppression operates interpersonally, institutionally, and systemically, and learn ways to intervene.
- Recognize the difference between conflict and oppressive dynamics
- Learn ways to communicate effectively across difference.
- Develop conflict resolution practices and policies that lead to equitable, antioppressive environments and ensure the power of the whole group.

AORTA expects that individuals and organizations will be better equipped to handle oppression and conflict as they manifest in their work.

Regarding consulting and organizational development hours, AORTA will prioritize using this time for individuals looking to implement tools learned in workshop for their organizations. Organizations must demonstrate a commitment to anti-oppression and equity in order for the mentor relationship to be effective. If there is a high level of interest in consulting, AORTA will prioritize organizations with equity driven missions, organizations that are led by and for marginalized communities, and organizations who would not otherwise have access to consulting due to budget.

Evaluation & Measurement:

Questions that will be asked to participants, before and after this process, include:

- How comfortable they feel with conflict.
- Their level of awareness of the specific ways oppression can operate within organizations.
- How confident they feel intervening in oppressive situations.
- How confident they feel communicating effectively about challenging situations.

Timeline:

January 2019

- Recruitment
- Development of curriculum
- Measurement tool development
- Workshop #1

February 2019

Workshop #2

March 2019

• Workshop #3

April 2019

• Workshop #4

May 2019

Workshop #5

June 2019

- Day-long Immersive
- Assessment
- Reporting

ATTACHMENT B

BUDGET (FISCAL YEAR 2018-19)

Expenses:

Identify Expense	Budget Line Item Description Total Amount		Amount Requested From Civic Life
Daylong workshop	1 day long workshop	\$3,000.00	\$3,000.00
Workshop facilitation	20 hours of faciliation at \$200 per hour	\$4,000.00	\$4,000.00
Preparation and recruitment	25 hours of recruitment and prep at \$200 per hour	\$5,000.00	\$5,000.00
Follow up and data	15 hours follow up and data entry at \$200 per hour	\$3,000.00	\$3,000.00
Consulting and organizational development	30 hours at \$200 per hour	\$6,000.00	\$6,000.00
Materials and Printing	Printing and material costs	\$500.00	\$500.00
	TOTAL EXPENSES	\$21,500.00	\$21,500.00

Budget Narrative:

The majority of costs in this project are for hours spent facilitating, project management and recruitment, and curriculum development. Because the success of a workshop depends partly on preparation and intentional recruitment, we include these as separate budget items.

We also include in our project 30 hours of consulting and organizational development for people and organizations who would like to implement tools they learn in the workshops. We know that participants may face unique challenges in fully integrating equity into their work, and these personalized opportunities for coaching and mentorship will offer tailored support for specific challenges.

ATTACHMENT C

REPORTING FORM

		Progress I	Report:	□РА	RTIAL	□FINAL
GRANTEE Organization Name						
Project Title						
Grant Agreement						
Fiscal Year						
Overall Proje	ct Status »					
Project Summary	[Describe grant	project]				
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]					
Challenges	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]					
Project Narrative	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, •any additional comments about the project, additional photos, or supplementary documents you would like to share.]					
Project Finances	Awarded:	\$ [Insert total funds awarded by City]	Grant Expendit to Date	ture	\$ [Insert grant incurred to a submit with expenditure	late and the
Next Steps	[What are the ne	ext steps for this pro	oject and y	our or	ganization?]	

Specific Proje	ect Metrics »					
Pre- and Post- Accessessments [How comfortable participants feel with conflict? Their level of awareness of the specific ways oppression can operate within organizations? How confident participants feel intervening in oppressive situations? How confident participants feel communicating effectively about challenging situations]						
Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. Typed or printed name and title:						
Name:						
Signature: Date:						
Telefone:						
Email Adddres:						
Date report subn	nitted (month, day, year)					

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:City of Portland Office of Community & Civic Life 1221 SW 4th Ave, Room 110 Portland, Ave 97204

Grantee			
Address			
City State	1	Zip Code	
City, State		Zip Code	
Project name	Conflict Transformation and An	ti-Oppression: Buil	ding skills for healthy
·	conflict, and dismantling system	ns of oppression	Ç
Expenses period		through	
		_	

Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Daylong workshop	1 day long workshop	\$3,000.00	\$3,000.00	\$0
Workshop facilitation	20 hours of faciliation at \$200 per hour	\$4,000.00	\$4,000.00	\$0
Preparation and recruitment	25 hours of recruitment and prep at \$200 per hour	\$5,000.00	\$5,000.00	\$0
Follow up and data	15 hours follow up and data entry at \$200 per hour	\$3,000.00	\$3,000.00	\$0
Consulting and organizational development	30 hours at \$200 per hour	\$6,000.00	\$6,000.00	\$0
Materials and printing	Printing and material costs	\$500.00	\$500.00	\$0
				\$ 0.00
Total Expenses \$21,500.00				
		Net	t amount due	\$

	Net amount due	\$
Prepared by:		
Trepared by.		

Signature:	Date:
	_

GRANT AGREEMENT NO. 32001844

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and DISABILITY ART AND CULTURE PROJECT ("DACP" or "GRANTEE") in an amount not to exceed \$20,410 for FY 2018-19 to fund workshops and community dialogues focusing on refugees with disabilities.

RECITALS:

- 1. The Constructing Civic Dialogue Grant Program is a Office of Community & Civic Life ("Civic Life") program that provides multicultural, multilingual, and community-specific training and/or services to build community capacity to promote the common good through constructive dialogue. This grant program will offer services at no charge to Civic Life's networks to foster understanding of differing perspectives, generative public dialogue, and constructive conflict.
- Civic Life selected applications through a competitive process from community-based organizations, individuals, firms, teams, consultants, etc. with demonstrated experience in the following areas: applying equity and inclusion to civic processes; fostering interconnected communities and a sense of belonging among its diverse members; and providing multicultural, multilingual, and community-specific engagement.
- 3. DACP submitted a grant application for the FY 2018-19 Constructing Civic Dialogue Grant Program and was selected as one of the five recommended to be awarded a grant to its "Cool and Collective Disability Dialogue" workshop and community dialogues series.
- 4. In accordance with the FY 2018-19 Budget, the CITY now desires to make a grant award to DACP in an amount not to exceed \$20,410.
- 5. DACP was founded in 2005 by artists, academics, and activist who were participating in Disability Cultural events nationally, but didn't have a Disability cultural home in Portland. DACP's goal is to further the artistic expression of people with both non-apparent and apparent disabilities. DACP views disability as a natural and valuable variation of humanity and believes affirmative disability identity is intertwined with racial, gender, social, and economic justice. DACP supports established and emerging artists as well as the community at large in developing knowledge and expressions of disability culture and pride.
- 6. DACP's workshop and community dialogues series intend to foster the understanding of differing perspectives by offering training that addresses Disability culture, Disability Justice, intersectional identities

including Disabled refugees, and access intimacy. The Disabled Refugee alliance dialogue participants will listen to community needs and address navigating systems, and affirmative disability identity. Participants will review the Disability Justice Principles and create an action plan to address the needs of Disabled Refugees.

7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget), which is incorporated by reference.

<u>ARTICLE II – AGREEMENT PERIOD</u>

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting January 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III - SPECIFIC CONDITIONS OF THE GRANT

A. <u>Publicity</u>. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

- 1. Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- 2. Policy Statement: The acknowledgement of Civic Life support must also include the following statement: "Any views, findings,

conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.

3. Credit Lines: A portion of the funding for the program/project comes from Civic Life: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."

All funding for the program/project comes from Civic Life: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."

- B. 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 ten (10) years after CITY makes final grant payment, GRANTEE has made final report, 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.
- C. <u>CITY Grant Manager</u>. CITY hereby appoints Kari Koch to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kari Koch City of Portland, Office of Community & Civic Life 4747 E Burnside St. Portland, OR 97215 phone: 503-823-2294

email: kari.koch@portlandoregon.gov

D. <u>GRANTEE Project Manager</u>. GRANTEE hereby appoints Kathy Coleman to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Kathy Coleman, Artistic Director 3534 SE Main Street, Room 2 Portland, OR 97214 phone: 503-358-9085

email: kafia2008@yahoo.com

E. <u>Billings/Invoices/Payment</u>. The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with

this Agreement.

- F. Report. GRANTEE will complete and submit to the CITY Grant Manager the following reports and documents:
 - 1. Partial Report: **Partial Reporting Form**, template included as ATTACHMENT C (Reporting Form), after the 15th day of December of each year.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

ARTICLE IV - PAYMENTS

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$20,410 for FY 2018-19. GRANTEE will submit quarterly invoices, using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. City's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using ATTACHMENT C and ATTACHMENT D.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services, or take any actions required by the Grant Agreement, the CITY may terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended, or reduced.
- E. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
- F. <u>Prevailing wages</u>. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage

- requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V – GENERAL GRANT PROVISIONS

- A. <u>Cause for Termination; Cure</u>. 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 estimated 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. <u>Penalty for Termination for Cause</u>. 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 that would require payment from any unused grant funds.
- F. <u>Changes in Anticipated Services</u>. 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, which 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 section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

I. Audit. CITY, either directly or through a designated representative, 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 ten (10) year period established above in

Article III.B. 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.

- J. <u>Indemnification</u>. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. <u>Insurance</u>. 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 for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

- 2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as a named insured, and the CITY and its officers, agents, and employees as additional insureds, for property damage, bodily injury, personal injury, and advertising injury arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.
- 3. <u>Automobile Liability Insurance</u>. 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.
- Additional Insured. The liability insurance coverages, except 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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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. All certificates must specify 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 nongrant 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 selfinsured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- L. <u>Grantee's Contractor; Non-Assignment</u>. 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.
- M. <u>Independent Contractor Status</u>. 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years 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.
- O. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. 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 taxexempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy 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.
- R. <u>Severability</u>. CITY and GRANTEE 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.
- S. <u>Merger</u>. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or

supplement the conditions of this Agreement that are not contained herein.

- T. 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.
- U. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Kathy Coleman, Artistic Director 3534 SE Main Street, Room 2 Portland, OR 97214

phone: 503-358-9085

email: <u>kafia2008@yahoo.com</u>

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

Kari Koch City of Portland, Office of Community & Civic Life 4747 E Burnside St. Portland, OR 97215

phone: 503-823-2294

email: kari.koch@portlandoregon.gov

SIGNATURES: GRANTEE CITY OF PORTLAND Kathy Coleman Suk Rhee Name: Artistic Director Title: Title: Director Disability Art and Culture City of Portland, Office Project of Community & Civic Life Date: APPROVED AS TO FORM:

City Attorney, City of Portland

Date:

ATTACHMENT A

SCOPE OF WORK

List the activities to be completed Fiscal Year 2018-19:

- Revise DACP's current curriculum for dialogue/training workshops for city employees and Disabled Refugees Include interactive exercises and both small and large group discussions.
- Update resource/reading list as additional training material for city workshops.
- Create specific workshop description and RSVP process which includes needed accommodations.
- Work with Civic Life to set up 3 workshops for the City of Portland.
- Work with Civic Life in addition to our own outreach to engage Disabled refugees in attending our workshops.
- Create 2 different evaluations (one for the City of Portland dialogues and one for the Disabled Refugee dialogues) based on goals and outcomes including both Lickert scale and short narrative answers.
- Market workshops through social media, flyers and City resources to engage participants.
- Set up and Confirm interpreters and other accommodations for events (ASL, Somali, Arabic, and other interpreters and accommodations)
- Review and adjust dialogue workshops as we get feedback on evaluations.

Data Collection to Show Progress:

DACP plans on recruiting 15-20 people/dialogue with a total of 75 to 100 people. We want groups to be smaller so there is ample time to dialogue, break out in groups for interactive exercises, and address issues that may come up for participants. We will collect demographic data (City provides demographic sheet) on participants with an option to decline. We will have participants come up with an action plan of how to implement what they learned in the dialogues.

Outcome measures:

DACP goals are:

- 1. to increase knowledge of disability culture,
- 2. to bring Disabled Refugees together to share knowledge and support each other,
- 3. to strengthen connections between the City Portland and the Disability community.

Our measurable outcomes are:

- 1. City of Portland employees will be able to identify, define and implement 3 Disability Justice Principles.
- 2. Disabled Refugees will learn 3 new advocacy skills,

- 3. Participants will identify actions they can apply to work and life, and
- Participants will learn about access intimacy. We will use the actions plans
 created at the workshop as part of our evaluation of how to operationalize the
 learning material.

Evaluation & Measurement:

DACP will give out a evaluation at the end of each dialogue. The survey will include a Likert scale including questions such as, expanded my knowledge of the Disability Justice principles, increased my knowledge about Disability Culture; increased my ability to advocate for myself and my family. We will also ask short narrative questions about:

- What was favorite dialogue in the workshop?
- Did you learn from other participants in the workshop?
- What actions will you take after the dialogue?

Timeline for Fiscal Year 2018-19:

January

- Complete dialogue curriculums for the City of Portland and Disabled Refugees
- Complete Evaluations for dialogues
- Set date for first City dialogue for end of January and fist Disabled Refugee dialogue for February
- Advertise for both events
- Secure access needs and space for both events

February

- Hold 1 Disabled Refugee dialogue event
- Review evaluations and make changes to workshop curriculum as necessary
- Set date for second city dialogue in March
- Work with Civic Life to advertise the event and engage participants
- Secure access needs and space for March event

March

- Hold one dialogue event for the City of Portland
- Set date for April Disabled Refugee event
- Work with Civic Life to advertise the event and engage participants
- Secure access needs and space for April event

April

- Review evaluations and make changes to workshop curriculum as necessary
- Hold one dialogue event for Disabled Refugees
- Set date for the third city dialogue in May
- Work with Civic Life to advertise the event and engage participants
- Secure access needs and space for May event

<u>May</u>

Hold one dialogue event for the City of Portland

<u>June</u>

- Compile data from all evaluations and demographic/identity sheets
- Review data and write the final report
- Complete Civic Dialogue grant requirements for the project

ATTACHMENT B

BUDGET

Expenses for Fiscal Year 2018-19:

Identify Expense	Budget Line Item Description Total Amount		Amount Requested From Civic Life	
Personnel	3 DACP staff 35hrs/month x \$20.00 x 6 months	\$12,600	\$12,600	
Payroll taxes	Pay roll and bookkeeping expenses	\$4,410	\$4,410	
Interpreters	Interpreters for workshops	\$1500	\$1500	
Materials and printing	\$300 for workshop supplies and printed materials	\$500	\$500	
Beverage and Snacks	Snacks and beverages for city workshops = \$300; 2 meals for Disabled Refugee workshops =\$650	\$950	\$950	
Childcare	\$250 for Disabled Refugee Dialogues	\$250	\$250	
Space Rental	\$100 x 2 workshops	\$200	\$0	
Mileage, Lift, and bus tickets	\$200 transportation Refugee Dialogues	\$200	\$200	
TOTAL EXPENSES \$20,610.00 \$20,410.00				

Budget Narrative:

DACP staff will plan facilitate all workshops, evaluation and reports. We are estimating the need for interpreters, but suspect they will mainly be utilized for the Disabled Refugee Dialogues. We will hold the refugee dialogues from 4-6pm, so we plan on serving a meal. We use drivers and help people with bus tickets for the refugee dialogues, along with offering childcare, We anticipate some cost to rent space for our workshops that are in the community. DACP will cover the costs of other accommodations such as accessible flyers, screen reader friendly documents and any audio description or captioning if necessary. Many of our materials including videos are already accessible.

ATTACHMENT C

REPORTING FORM

		Progress I	Report:	□РА	RTIAL	□FINAL
GRANTEE Organization Name						
Project Title						
Grant Agreement						
Fiscal Year						
Overall Proje	ct Status »					
Project Summary	[Describe grant]	project]				
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]					
Challenges	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]					
Project Narrative	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, •any additional comments about the project, additional photos, or supplementary documents you would like to share.]					
Project Finances	Awarded:	\$ [Insert total funds awarded by City]	Grant Expendit to Date	ture	\$ [Insert grand incurred to a submit with expenditure	date and the
Next Steps	[What are the ne	ext steps for this pro	oject and yo	our or	ganization?]	

Specific Proje	ect Metrics »				
Pre- and Post- Accessessments [How comfortable participants feel with conflict? Their level of awareness of the specific ways oppression can operate within organizations? How confident participants feel intervening in oppressive situations? How confident participants feel communicating effectively about challenging situations]					
Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. Typed or printed name and title:					
Name:					
Signature: Date:					
Telefone: Email Adddres: Date report subn	nitted (month, day, year)				

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:
City of Portland
Office of Community & Civic Life
1221 SW 4 th Ave, Room 110
Portland Ave 97204

Grantee

Address				
City, State	Zip	Code		
Project name	Cool and Collective Disability Dialog	ue		
Expenses period through				
Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Personnel	3 DACP staff 35hrs/month x \$20.00 x 6 months	\$12,600	\$12,600	\$0
Payroll taxes	Pay roll and bookkeeping expenses	\$4,410	\$4,410	\$0
Interpreters	Interpreters for workshops	\$1500	\$1500	\$0
Materials and printing	\$300 for workshop supplies and printed materials	\$500	\$500	\$0
Beverage and Snacks	Snacks and beverages for city workshops = \$300; 2 meals for Disabled Refugee workshops =\$650	\$950	\$950	\$0
Childcare	\$250 for Disabled Refugee Dialogues	\$250	\$250	
Space Rental	\$100 x 2 workshops	\$200	\$0	
Mileage, Lift and bus tickets	\$200 transportation Refugee Dialogues	\$200	\$200	\$0
	To	tal Expenses	\$20,410.00	\$ 0.00
		Net	t amount due	\$
Prepared by:				

Signature:	Date:

GRANT AGREEMENT NO. 32001849

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and OREGON COUNCIL FOR THE HUMANITIES ("GRANTEE") in an amount not to exceed \$40,000 for FY 2018-19 to fund facilitated community conversations and facilitation trainings, free of charge to teach skills in leading reflective discussions that participants can apply in their communities.

RECITALS:

- 1. The Constructing Civic Dialogue Grant Program is a Office of Community & Civic Life ("Civic Life") program that provides multicultural, multilingual, and community-specific training and/or services to build community capacity to promote the common good through constructive dialogue. This grant program will offer services at no charge to Civic Life's networks to foster understanding of differing perspectives, generative public dialogue, and constructive conflict.
- Civic Life selected applications through a competitive process from community-based organizations, individuals, firms, teams, consultants, etc. with demonstrated experience in the following areas: applying equity and inclusion to civic processes; fostering interconnected communities and a sense of belonging among its diverse members; and providing multicultural, multilingual, and community-specific engagement.
- 3. OREGON HUMANITIES submitted a grant application for the FY 2018-19 Constructing Civic Dialogue Grant Program and was selected as one of the five recommended to be awarded a grant to its "Community Conversations Across Portland" project.
- 4. In accordance with the FY 2018-19 Budget, the CITY now desires to make a grant award to OREGON HUMANITIES in an amount not to exceed \$40,000.
- 5. OREGON HUMANITIES is a statewide nonprofit committed to bringing people together across difference. Since 2009, the public Conversation Project program has engaged over 28,000 Oregonians in nearly 1,300 ninety-minute facilitated dialogues on topics from race and history to food and heritage. In addition to the public conversation work, OREGON HUMANITIES provides private facilitation trainings and services to local and national businesses and nonprofits; makes grants to community organizations; and publishes an award-winning magazine and digital media exploring the thoughts, perspectives, and experiences of Oregonians, especially those who have been ignored, generalized, or oppressed.

- 6. OREGON HUMANITIES' Community Conversations Across Portland project will foster generative dialogue between Portlanders of different opinions, beliefs, and backgrounds by holding 1) facilitated community conversations that will engage Portlanders in discussion on topics such as immigration, community, poverty, and race with half of the topics chosen by City of Portland staff and networks in collaboration with Oregon Humanities staff, and 2) private facilitation trainings, free of charge to a total of fifty City of Portland staff, to teach skills in leading reflective discussions that participants can apply in their communities.
- 7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

<u>ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES</u>

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget) which is incorporated by reference.

<u>ARTICLE II – AGREEMENT PERIOD</u>

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting January 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III - SPECIFIC CONDITIONS OF THE GRANT

A. <u>Publicity</u>. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

- 1. Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- 2. Policy Statement: The acknowledgement of Civic Life support must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.
- 3. Credit Lines: A portion of the funding for the program/project comes from Civic Life: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."
 - All funding for the program/project comes from Civic Life: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."
- B. 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 ten (10) years after CITY makes final grant payment, GRANTEE has made final report, 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.
- C. <u>CITY Grant Manager</u>. CITY hereby appoints Kari Koch to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kari Koch
City of Portland, Office of Community & Civic Life
4747 E Burnside St.
Portland, OR 97215
phone: 503-823-2294

email: kari.koch@portlandoregon.gov

D. <u>GRANTEE Project Manager</u>. GRANTEE hereby appoints Adam Green to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Adam Green, Development Director 921 SW Washington Street, Suite 150 Portland, OR 97205 phone: 503-241-0543 extension: 111 email: a.green@oregonhumanities.org

- E. <u>Billings/Invoices/Payment</u>. The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Report. GRANTEE will complete and submit to the CITY Grant Manager the following reports and documents:
 - Partial Report: Partial Reporting Form, template included as ATTACHMENT C (Reporting Form), after the 15th day of December of each year.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

ARTICLE IV - PAYMENTS

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$40,000 for FY 2018-19. GRANTEE will submit quarterly invoices, using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. CITY's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates, using ATTACHMENT C and ATTACHMENT D
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended, or reduced.
- E. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE

- services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during CITY's annual monitoring process.
- F. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V - GENERAL GRANT PROVISIONS

- A. <u>Cause for Termination; Cure.</u> 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 estimated 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. <u>Termination for Cause</u>. 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. <u>Penalty for Termination for Cause</u>. 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 that would require payment from any unused grant funds.
- F. <u>Changes in Anticipated Services</u>. 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, which 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 section in all of other agreements for work funded

- under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Audit. CITY, either directly or through a designated representative, 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 ten (10) year period established above in Article III.B. 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.
- J. <u>Indemnification</u>. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. <u>Insurance</u>. 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 for the duration of this Agreement.
 - In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.
 - 2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as named insured, and the CITY and its officers, agents, and employees as additional insured, for property damage, bodily injury, personal injury, and advertising injury arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.

- 3. <u>Automobile Liability Insurance</u>. 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.
- 4. Additional Insured. The liability insurance coverages, except 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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. Coverage shall be primary and non-contributory with any other insurance and selfinsurance. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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. All certificates will specify 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 nongrant 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 selfinsured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- L. <u>Grantee's Contractor; Non-Assignment</u>. 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.
- M. <u>Independent Contractor Status</u>. 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years 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.
- O. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. 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 taxexempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy 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.
- R. <u>Severability</u>. CITY and GRANTEE 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.

- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. 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.
- U. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Adam Green, Development Director 921 SW Washington Street, Suite 150 Portland, OR 97205

phone: 503-241-0543 extension: 111 email: a.green@oregonhumanities.org

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

Kari Koch
City of Portland, Office of Community & Civic Life
4747 E Burnside St.
Portland, OR 97215

phone: 503-823-2294

email: kari.koch@portlandoregon.gov

CITY OF PORTLAND GRANTEE Suk Rhee **Adam Davis** Name: Name: Title: Title: Director **Executive Director** City of Portland, Office Oregon Council for the of Community & Civic **Humanities** Life 11/14/18 Date: Date: APPROVED AS TO FORM: City Attorney, City of Portland

SIGNATURES:

Date:

ATTACHMENT A

SCOPE OF WORK

List the activities to be completed Fiscal Year 2018-19:

Oregon Humanities will hold fifty reflective conversations in cooperation with thirty community partners in Portland as part of our Conversation Project program in addition to three facilitation trainings attended by at least ten Portland residents each. Our staff will schedule, conduct, and publicize these events in conjunction with partners.

The Conversation Project programs will work as follows: a local nonprofit, community group, or business applies to host a conversation on a topic of their choice, and we send a facilitator to lead the public, ninety-minute discussion.

The Conversation Project has almost sixty topics to choose from, including race, freedom, sports, and many others. A few popular programs are "Won't You Be My Neighbor? How Relationships Affect the Places We Live"; "The Space Between Us: Immigrants, Refugees, and Oregon"; and "Hunger in our Communities."

Oregon Humanities facilitators will lead trainings in January, March, and June. At each training, twenty people, at least ten of them Portland residents, will gain skills in leading reflective discussions similar to Conversation Project programs, in which connection and understanding are prioritized over consensus.

We will coordinate with Civic Life to include city agencies and partners in these projects.

Data Collection to Show Progress:

We will collect and track data on our activities and participants to ensure we are on target for our proposed plan.

We will offer three trainings serving at least ten Portland residents each, as well as up to ten nonresidents. We will offer fifty community conversations in collaboration with approximately thirty partner organizations, which we expect to serve 1,000 people.

Outcome measures:

We expect the community conversations to increase understanding of different perspectives, increase civic dialogue and engagement, and provide space for openended conversation, including disagreement.

We expect the facilitation trainings to build skills in leading reflective conversations and to give participants confidence applying their skills in their jobs and community work.

Evaluation & Measurement:

Oregon Humanities collects assessments from program facilitators, participants, and hosts after each conversation. Through surveys that collect both qualitative and quantitative data, we assess the effectiveness of each conversation in meeting its goals.

The outcomes above will be measured through responses to metric-based survey questions and assessment of open-ended responses from participants, facilitators/trainers, and conversation hosts.

During fall of 2018, Oregon Humanities will begin a year-long engagement with a program evaluation consultant. If appropriate and recommended by the consultant, we will adjust and add to our evaluative methods during the grant period to best assess our progress.

Timeline for Fiscal Year 2018-19:

November–December 2018

Planning and coordination of upcoming conversations and trainings.

January 2019

First Facilitation Training, roughly seven community conversations.

February 2019

Roughly nine community conversations take place, further conversations are scheduled.

March 2019

Second Facilitation Training, roughly nine community conversations, further conversations are scheduled.

April 2019

Roughly nine community conversations, further conversations are scheduled.

May 2019

Roughly eight community conversations, further conversations are scheduled.

June 2019

Third Facilitation Training, roughly eight community conversations, further conversations are scheduled.

July 2019

Report on activities and outcomes delivered to City of Portland.

ATTACHMENT B

BUDGET

Expenses for Fiscal Year 2018-19:

Identify Expense	Budget Line Item Description	Total Amount	Amount Requested From Civic Life
Conversations – Facilitation and translation	Facilitation for community conversations @ \$250. Translation @ \$200 for 7 programs	\$13,900	\$13,900
Conversations – Facilitator travel and incidentals	Average travel expenses @ \$110	\$5,500	\$5,500
Conversations – Partner costs	Staff time, space, outreach, average \$300/program	\$15,000	\$0
Conversations – Outreach	Postcard design, printing and mailing @ \$970, electronic outreach	\$2,000	\$2,000
Conversations – Planning, coordination, evaluation	Planning, coordination, evaluation @ \$40	\$2,000	\$2,000
Facilitation Training – Facilitation and travel	2 facilitators for two-day trainings @\$2,000, average \$200 for travel	\$13,200	\$6,600
Facilitation Training – Food	Breakfast and Lunch for twenty people for two days each training	\$3,750	\$1,875
Facilitation Training – Supplies	Books @ \$24.50, materials, supplies	\$1,620	\$810
Facilitation Training – Planning, coordination, evaluation, electronic outreach	Planning, coordination, evaluation, outreach @\$1,800 per program	\$1,800	\$900
Facilitation Training	Two days conference room	\$1,500	\$0

Identify Expense	Budget Line Item Description	Total Amount	Amount Requested From Civic Life
Space			
Indirect Costs	Admin, accounting, phone, internet, office expenses	\$6,415	\$6,415
	\$40,000.00		

Budget Narrative:

Community Conversations

Depending on the topics, the community conversations will be led by facilitators who may travel from as far away as Joseph or Brookings, and travel costs have been averaged accordingly.

Partners commit significant energy and resources to hosting and publicizing conversations, which they contribute in kind. Oregon Humanities does our own outreach to hosts and participants, in addition to partner outreach. Oregon Humanities staff coordinate and evaluate all programs.

Facilitation Training

Facilitation trainings are led by professional Oregon Humanities facilitators who may need to travel. Meals, books, and materials are provided during the class, which Oregon Humanities hosts in a conference room that we also make available for rent. Staff coordinate, publicize, and evaluate each training. We are requesting half of the training costs as part of this grant, because we estimate that at least half of training participants will be Portland residents. Others may come from outside the city.

Indirect costs cover Oregon Humanities' basic expenses in administering these initiatives and this grant, including accounting and oversight.

ATTACHMENT C

REPORTING FORM

		Progress I	Report:	□РА	RTIAL	□FINAL
GRANTEE Organization Name						
Project Title						
Grant Agreement						
Fiscal Year						
Overall Proje	ct Status »					
Project Summary	[Describe grant	project]				
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]					
Challenges	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]					
Project Narrative	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, •any additional comments about the project, additional photos, or supplementary documents you would like to share.]					
Project Finances	Awarded:	\$ [Insert total funds awarded by City]	Grant Expendit to Date	ture	\$ [Insert grant incurred to a submit with expenditure	late and the
Next Steps	[What are the ne	ext steps for this pro	oject and y	our or _t	ganization?]	

Specific Proje	ect Metrics »			
Pre- and Post- Accessessments [How comfortable participants feel with conflict? Their level of awareness of the specific ways oppression can operate within organizations? How confident participants feel intervening in oppressive situations? How confident participants feel communicating effectively about challenging situations]				
Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. Typed or printed name and title:				
Name:				
Signature: Date:				
Telefone: Email Adddres: Date report subn	nitted (month, day, year)			

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:

City of Portland Office of Community & Civic Life 1221 SW 4th Ave, Room 110 Portland, Ave 97204

Grantee			
Address			
City, State		Zip Code	
Project name	Community Conversations Acro	ss Portland	
·	_		
Expenses period		through	

Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Conversations - Facilitation and translation	Facilitation for community conversations @ \$250. Translation @ \$200 for 7 programs	\$13,900	\$13,900	\$0
Conversations - Facilitator travel and incidentals	Average travel expenses @ \$110	\$5,500	\$5,500	\$0
Conversations - Partner costs	Staff time, space, outreach, average \$300/program	\$15,000	\$0	\$0
Conversations - Outreach	Postcard design, printing and mailing @ \$970, electronic outreach	\$2,000	\$2,000	\$0
Conversations – Planning, coordination, evaluation	Planning, coordination, evaluation @ \$40	\$2,000	\$2,000	\$0
Facilitation Training – Facilitation and travel	2 facilitators for two-day trainings @\$2,000, average \$200 for travel	\$13,200	\$6,600	\$0
Facilitation Training –	Breakfast and Lunch for twenty people for two days each training	\$3,750	\$1,875	\$0

Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Food				
Facilitation Training – Supplies	Books @ \$24.50, materials, supplies	\$1,620	\$810	\$0
Facilitation Training – Planning, coordination, evaluation, electronic outreach	Planning, coordination, evaluation, outreach @\$1,800 per program	\$1,800	\$900	\$0
Facilitation Training Space	Two days conference room	\$1,500	\$0	\$0
Indirect Costs	Admin, accounting, phone, internet, office expenses	\$6,415	\$6,415	\$0
	To	tal Expenses	\$40,000.00	\$ 0.00
	10	tui Expenses	Ψ10,000.00	ψ 0.00
		Net	t amount due	\$
Prepared by:				
Signature:		Date:		

GRANT AGREEMENT NO. 32001847

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and TRAINING 4 TRANSFORMATION, LLC ("GRANTEE") in an amount not to exceed \$20,000 for FY 2018-19 to fund training to help service providers and community members gain a better understanding of how racism creates trauma in individuals, families, and communities.

RECITALS:

- 1. The Constructing Civic Dialogue Grant Program is an Office of Community & Civic Life ("Civic Life") program that provides multicultural, multilingual, and community-specific training and/or services to build community capacity to promote the common good through constructive dialogue. This grant program will offer services at no charge to Civic Life's networks to foster understanding of differing perspectives, generative public dialogue, and constructive conflict.
- 2. Civic Life selected applications through a competitive process from community-based organizations, individuals, firms, teams, consultants, etc. with demonstrated experience in the following areas: applying equity and inclusion to civic processes; fostering interconnected communities and a sense of belonging among its diverse members; and providing multicultural, multilingual, and community-specific engagement.
- 3. TRAINING 4 TRANSFORMATION submitted a grant application for the FY 2018-19 Constructing Civic Dialogue Grant Program and was selected as one of the five recommended to be awarded a grant to its "Trauma and Racism" project.
- 4. In accordance with the FY 2018-19 Budget, the CITY now desires to make a grant award to TRAINING 4 TRANSFORMATION in an amount not to exceed \$20,000.
- 5. TRAINING 4 TRANSFORMATION is a Minority Business Enterprise and Emerging Small Business Certified firm specialized in improving relationships by deepening connection, trust, and credibility. Co-Founders have over 20 years experience developing and facilitating courageous dialogues among a variety of issues. The firm processes are built on the foundation of experiential learning, equity expertise, and trauma informed practices. TRAINING 4 TRANSFORMATION centers the experiences of those who are historically marginalized, confront root causes and arrive at a shared vision.
- 6. TRAINING 4 TRANSFORMATION's four workshops on Trauma and

Racism are geared towards helping service providers and community members gain a better understanding of how racism creates trauma in individuals, families and communities. This training will be interactive using experiential and adult learning models to maximize engagement. Additionally, it will center the experiences of communities of color. The City of Portland will recruit their networks to attend the workshop. The ideal number of attendance will be between 25-40 people.

7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget) which is incorporated by reference.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting January 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III - SPECIFIC CONDITIONS OF THE GRANT

A. <u>Publicity</u>. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

1. Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.

- 2. Policy Statement: The acknowledgement of Civic Life support must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.
- 3. Credit Lines: A portion of the funding for the program/project comes from Civic Life: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."

All funding for the program/project comes from Civic Life: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."

- B. 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 ten (10) years after CITY makes final grant payment, GRANTEE has made final report, 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.
- C. <u>CITY Grant Manager</u>. CITY hereby appoints Kari Koch to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kari Koch City of Portland, Office of Community & Civic Life 4747 E Burnside St. Portland, OR 97215 phone: 503-823-2294

email: kari.koch@portlandoregon.gov

D. <u>GRANTEE Project Manager</u>. GRANTEE hereby appoints Brandon Lee to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Brandon Lee, Co-Founder 20329 SW Rcok Ct Beaverton, OR 97003 phone: 541-224-2957

email: train4transformation@gmail.com

E. <u>Billings/Invoices/Payment</u>. The CITY Grant Manager is authorized to

- approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Report. GRANTEE will complete and submit to the CITY Grant Manager the following reports and documents:
 - 1. Partial Report: **Partial Reporting Form**, template included as ATTACHMENT C (Reporting Form), after the 15th day of December of each year.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

<u>ARTICLE IV – PAYMENTS</u>

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$20,000 for FY 2018-19. GRANTEE will submit monthly invoices, using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. CITY's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using ATTACHMENT C and ATTACHMENT D.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement, the CITY may terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY funds improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended, or reduced.
- E. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
- F. <u>Prevailing wages</u>. State of Oregon, Bureau of Labor and Industries

- (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

<u>ARTICLE V – GENERAL GRANT PROVISIONS</u>

- 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 estimated 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. <u>Termination for Cause</u>. 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. <u>Penalty for Termination for Cause</u>. 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 that would require payment from any unused grant funds.
- F. <u>Changes in Anticipated Services</u>. 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. <u>Amendment</u>. 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, which 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 section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

I. <u>Audit</u>. CITY, either directly or through a designated representative, 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 ten (10) year period established above in Article III.B. 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.

- J. <u>Indemnification</u>. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. <u>Insurance</u>. 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 for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

- 2. <u>Commercial General Liability Insurance</u>. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as a named insured, and the CITY and its officers, agents, and employees as additional insureds, for property damage, bodily injury, personal injury, and advertising injury arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.
- 3. <u>Automobile Liability Insurance</u>. 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.

- 4. Additional Insured. The liability insurance coverages, except 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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. Coverage shall be primary and non-contributory with any other insurance and selfinsurance. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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. All certificates must specify 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 nongrant 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 selfinsured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- L. <u>Grantee's Contractor; Non-Assignment</u>. 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.

- M. <u>Independent Contractor Status</u>. 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years 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.
- O. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. 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 taxexempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy 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.
- R. <u>Severability</u>. CITY and GRANTEE 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.

- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. 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.
- U. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Brandon Lee, Co-Founder 20329 SW Rcok Ct Beaverton, OR 97003 phone: 541-224-2957

email: train4transformation@gmail.com

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

Kari Koch
City of Portland, Office of Community & Civic Life
4747 E Burnside St.
Portland, OR 97215
phone: 503-823-2294

email: kari.koch@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND		GRANTEE
Name: Title:	Suk Rhee Director City of Portland, Office of Community & Civic Life	Name: Brandon Lee Title: Co-Founder Training 4 Tranformation, LLC
Date:		Date: 11/16/18
APPR	OVED AS TO FORM:	
City A	ttorney, City of Portland	

ATTACHMENT A

SCOPE OF WORK

List the activities to be completed Fiscal Year 2018-19:

March – Training #1:African Americans. April – Training #2: Immigrants & Refugees. May – Training #3: Communities of Color. June – Training #4: Service Providers.

Data Collection to Show Progress:

At the beginning of each training, we will conduct a brief assessment to establish a baseline for participants. At the end of each training, we will conduct an evaluation that will ask what they gained from the workshop, how helpful it was and would they recommendit to others. The evaluation will also record demographic information, so we can understand who is being served.

Outcome measures:

The Racism and Trauma workshop begins with a diversity welcome, inviting all intersections of identities to feel safe in the space. For parents, educators, and advocates, they leave the workshop better enabled to recognize signs of distress related to trauma instead of misdiagnosing or labeling students unfairly with behavioral problems. Participants were asked to share about a traumatic event related to racism, and its impact, through a journal exercise. Journaling helps to heal and process. Since some wounds may have been opened while journaling, participants are led through a simple breathing exercise. The expected impact is that participants will be able to identify possible triggers from past trauma, process them in an empowering way and transform their pain into a healing opportunity. The expected impact of this workshop is Post Traumatic Growth and Resiliency. Participants learn mental training strategies like journaling regularly and how to transition from making compulsive decisions provoked by trauma to making concentrated choices from a healing space. They also take away self management tools rooted in emotional intelligence like SBNRR: Stop, Breath, Notice. Reflect, and Respond. What makes this workshop unique is that participants rediscover cultural strengths that historically empowered their own communities to overcome adversity.

Evaluation & Measurement:

At the beginning of each training, we will conduct brief assessment to establish a baseline for participants. At the end of each training, we will conduct an evaluation that will ask what they gained from the workshop, how helpful it was and would they recommend it to others. The evaluation will also record demographic information, so we can understand who is being served.

Timeline for Fiscal Year 2018-19:

January 2019:

Work with cohort to establish metrics for deliverables.

Meet with City Project Manager.

February 2019:

Coordinate logistics with City.

Refine curriculum for Training#1(African Americans).

March 2019:

Deliver Training #1.

Analyze & summarize results of evaluation from Training #1.

Report for Training #1.

Refine curriculum for Training #2 (Immigrants & Refugees).

April 2019:

Deliver Training #2.

Analyze & summarize results of evaluation from Training #2.

Report for Training #2.

Refine curriculum Training #3 (Communities of Color).

May 2019:

Deliver Training #3.

Analyze & summarize results of evaluation from Training #3.

Report for Training #3.

Refine curriculum for Training #4 (Service Providers).

June 2019:

Deliver Training #4.

Compile overall report and summary of deliverables.

ATTACHMENT B

BUDGET

Expenses for Fiscal Year 2018-19:

Identify Expense	Budget Line Item Description	Total Amount	Amount Requested From Civic Life
Workshop 1	Refine curriculum, deliver training, write report	\$5,000	\$5,000
Workshop 2	Refine curriculum, deliver training, write report	\$5,000	\$5,000
Workshop 3	Refine curriculum, deliver training, write report	\$5,000	\$5,000
Workshop 4	Refine curriculum, deliver training, write report	\$5,000	\$5,000
	TOTAL EXPENSES	\$20,000.00	\$20,000.00

Budget Narrative:

Each workshop will require preparation and coordination with the City. This will include time required to tailor our training for each workshop audience and generating materials for each audience. It will also include developing and analyzing the evaluation results in addition to the actual hours spent on delivering the training. Training 4 Transformation's hourly rate is \$195. Each workshop will require approximately 30 hours of Training 4 Transformation time which equals \$5,850. For this project, we are willing to reduce our rate to \$5,000 per workshop.

ATTACHMENT C

REPORTING FORM

		Progress I	Report:	□РА	RTIAL	□FINAL
GRANTEE Organization Name						
Project Title						
Grant Agreement						
Fiscal Year						
Overall Project Status >>						
Project Summary	[Describe grant project]					
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]					
Challenges	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]					
Project Narrative	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, •any additional comments about the project, additional photos, or supplementary documents you would like to share.]					
Project Finances	Awarded:	\$ [Insert total funds awarded by City]	Grant Expendit to Date	ture	\$ [Insert grant incurred to a submit with expenditure	late and the
Next Steps	[What are the ne	ext steps for this pro	ject and y	our or	ganization?]	

Specific Proje	ect Metrics »					
Pre- and Post- Accessessments	Pre- and Post- [How comfortable participants feel with conflict? Their level of awareness of the					
Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. Typed or printed name and title:						
Name:						
Signature:		Date:				
Telefone: Email Adddres: Date report subn	nitted (month, day, year)					

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:
City of Portland
Office of Community & Civic Life
1221 SW 4 th Ave, Room 110
Portland Ava 97204

Grantee				
Address				
City, State	Zip	Code		
Project name	Trauma and Racism			
Expenses period	thre	ough		
Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Workshop 1	Refine curriculum, deliver training, write report	\$5,000	\$5,000	\$0
Workshop 2	Refine curriculum, deliver training, write report	\$5,000	\$5,000	\$0
Workshop 3	Refine curriculum, deliver training, write report	\$5,000	\$5,000	\$0
Workshop 4	Refine curriculum, deliver training, write report	\$5,000	\$5,000	\$0
	To	tal Expenses	\$20,000.00	\$ 0.00
		NY .		Φ.
		Net	t amount due	\$
Prepared by:				
Signature:		Date:		

GRANT AGREEMENT NO. 32001845

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and THE VANPORT MOSAIC ("GRANTEE") in an amount not to exceed \$28,090 for FY 2018-19 to fund a series of facilitated story circles towards harvesting lessons of hope, resistance, and community resilience for the challenging times.

RECITALS:

- 1. The Constructing Civic Dialogue Grant Program is a Office of Community & Civic Life ("Civic Life") program that provides multicultural, multilingual, and community-specific training and/or services to build community capacity to promote the common good through constructive dialogue. This grant program will offer services at no charge to Civic Life's networks to foster understanding of differing perspectives, generative public dialogue, and constructive conflict.
- 2. Civic Life selected applications through a competitive process from community-based organizations, individuals, firms, teams, consultants, etc. with demonstrated experience in the following areas: applying equity and inclusion to civic processes; fostering interconnected communities and a sense of belonging among its diverse members; and providing multicultural, multilingual, and community-specific engagement.
- 3. THE VANPORT MOSAIC submitted a grant application for the FY 2018-19 Constructing Civic Dialogue Grant Program and was selected as one of the five recommended to be awarded a grant to its "Stories in Movement: a series of facilitated story circles towards harvesting lessons of hope, resistance, and community resilience for these changing times."
- 4. In accordance with the FY 2018-19 Budget, the CITY now desires to make a grant award to THE VANPORT MOSAIC in an amount not to exceed \$28,090.
- 5. THE VANPORT MOSAIC is is a community-driven memory-activism platform that amplifies, honors, and preserves the silenced histories that surround us in order to understand our present and create a future where we all belong. Started as a participatory oral history project on the multi-racial community of Vanport, it has evolved into a collective of memory activists (led by Story Midwife Laura Lo Forti and theater-maker Damaris Webb) that for the past three years has offered the Vanport Mosaic Festival, celebrating community histories through artistic and educational tributes. THE VANPORT MOSAIC was awarded the Spirit of Portland Award, the Columbia Slough Watershed

Council's Achievement Award, and the Oregon Heritage Excellence Award.

- 6. THE VANPORT MOSAIC's Stories in Movement is a series of facilitated story circles with elders from Portland's historic communities of color towards harvesting lessons of hope, resistance and resilience for these challenging times. An outer circle of selected listeners will surround the circle of narrators, including the larger Vanport Mosaic coalition of memory activists, historians, educators, artists, activists, as well as representatives of City agencies, the business community, members of community-based organizations, academic and cultural institutions, funders. This restorative civic engagement process will collect stories, inspire art, encourage community organizing, and promote leadership.
- 7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget) which is incorporated by reference.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting January 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

A. Publicity. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other

sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

- Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- 2. Policy Statement: The acknowledgement of Civic Life support must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.
- 3. Credit Lines: A portion of the funding for the program/project comes from Civic Life: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."
 - All funding for the program/project comes from Civic Life: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."
- B. 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 ten (10) years after CITY makes final grant payment, GRANTEE has made final report, 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.
- C. <u>CITY Grant Manager</u>. CITY hereby appoints Kari Koch to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kari Koch
City of Portland, Office of Community & Civic Life
4747 E Burnside St.
Portland, OR 97215
phone: 503-823-2294

email: kari.koch@portlandoregon.gov

D. <u>GRANTEE Project Manager</u>. GRANTEE hereby appoints Laura Lo Forti to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Laura Lo Forti, Co-Founder and Co-Director 2209 N Schofield Street Portland, OR 97217

phone: 510-717-2441 email: laura@vanportmosaic.org

- E. <u>Billings/Invoices/Payment</u>. The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Report. GRANTEE will complete and submit to the CITY Grant Manager the following reports and documents:
 - Partial Report: Partial Reporting Form, template included as ATTACHMENT C (Reporting Form), after the 15th day of December of each year.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

ARTICLE IV - PAYMENTS

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$28,090 for FY 2018-19: After the Grant Agreement becomes effective, GRANTEE will submit monthly invoices, using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. CITY's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using ATTACHMENT C and ATTACHMENT D.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement, the CITY may terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. If GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended, or reduced.

- E. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
- F. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V - GENERAL GRANT PROVISIONS

- A. <u>Cause for Termination; Cure.</u> 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 estimated 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. <u>Termination for Cause</u>. 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. <u>Penalty for Termination for Cause</u>. 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 that would require payment from any unused grant funds.
- F. <u>Changes in Anticipated Services</u>. 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. <u>Amendment</u>. 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, which 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 section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, 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 ten (10) year period established above in Article III.B. 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.
- J. <u>Indemnification</u>. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. <u>Insurance</u>. 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 for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as a named insured, and the CITY and its officers, agents, and employees as additional insureds, for property damage, bodily injury, personal injury, and advertising injury arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.

- 3. <u>Automobile Liability Insurance</u>. 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.
- 4. Additional Insured. The liability insurance coverages, except 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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. Coverage shall be primary and non-contributory with any other insurance and selfinsurance. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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. All certificates must specify 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 nongrant 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 selfinsured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- L. <u>Grantee's Contractor; Non-Assignment</u>. 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.
- M. <u>Independent Contractor Status</u>. 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years 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.
- O. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. 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 taxexempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy 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.
- R. <u>Severability</u>. CITY and GRANTEE 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.

- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. 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.
- U. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Laura Lo Forti, Co-Founder and Co-Director 2209 N Schofield Street Portland, OR 97217 phone: 510-717-2441

email: laura@vanportmosaic.org

NOTICE: Notices to Grantee under this Grant Agreement shall be sent to CITY at the following address:

Kari Koch City of Portland, Office of Community & Civic Life 4747 E Burnside St. Portland, OR 97215 phone: 503-823-2294

email: kari.koch@portlandoregon.gov

SIGNATURES:

CITY OF	PORTLAND	GRANT	tee Town I Don't
Name: Title:	Suk Rhee Director City of Portland, Office of Community & Civic Life	Name: Title:	Laura Lo Forti Co-Founder and Co- Director The Vanport Mosaic
Date:		Date:	Nov 19, 2018
APPRO	VED AS TO FORM:		
City Atto	orney, City of Portland		
Date:			

ATTACHMENT A

SCOPE OF WORK

List the activities to be completed Fiscal Year 2018-19:

- Outreach to existing core Vanport Mosaic members representing the different communities and creation of co-design committee.
- 2 meetings with planning committee for project co-design and outreach strategy.
 Each community will be represented by a wide range of individual voices and experiences, to ensure diversity of perspectives within each group.
- 4 story circle gatherings one for each participant community (Asian, African, Latinx, and Native American).
- Final Gathering of all participants across sessions for sharing, celebration, and next step.
- Video Documentation.
- A graphic recorder will capture stories, ideas, questions in a visual and artistic representation that will be shared and will become the base for future story circles and dialogues.
- Evaluation of the entire process and creation of report/toolkit for distribution and Replication.

Data Collection to Show Progress:

This program is grounded in the quality of the engagement, more than the quantity. The number of people participating in the 6 month process will be around 150. We will track their sustained engagement: How many people from the original cohort (both inner and outside circle participants) will remain engaged throughout the process? The stories, lessons and ideas will be collected by a graphic recorder in real time; the process and the participants' experience will be documented by video recordings.

Outcome measures:

Co-designing this process with members of the historical communities already part of our platform will ensure that the experience will respond to their own needs and inquiries.

The story circles devoted to each community will create a safe and culturally-specific space where restorative narratives can surface.

By gathering as a whole community of participants we will promote cross-cultural exchanges and strengthen our capacity to engage with one another, recognizing unique experiences and shared humanity.

Evaluation & Measurement:

Pre- and post- participation questionnaires (satisfaction, self-reflection about how the experience affected their perspective, and gained knowledge and self-awareness) as

well as video interviews.

Timeline for Fiscal Year 2018-19:

January 2019: Story Circle #1 February 2019: Story Circle #2 March 2019:Story Circle #3 April 2019: Story Circle #4

May 2019: Cohort collective convening to celebrate, share, and envision steps forward June 2019: Evaluation - Report

ATTACHMENT B

BUDGET Expenses for Fiscal Year 2018-19:

Identify Expense	Budget Line Item Description	Total Amount	Amount Requested From Civic Life			
Project director	Laura Lo Forti – 6 months	\$5,000	\$3,500			
Project manager	VM General Manager Judith Yeckel – 6 months	\$4,000	\$3,500			
Facilitation	Chisao Hata – 6 months	\$3,500	\$3,500			
Palnning Committee	2 people per community group/2 design meetings + outreach + 4 story circles + final gathering	\$4,000	\$4,000			
Outreach coordinator	Greta Smith – 6 months	\$1,500	\$1,500			
Elders narrators	24 total/6 oer community group-story circle \$200 each	\$4,800	\$4,800			
Administration	Accounting/booking	\$2,000	\$1,000			
Graphic recorder	~\$120 per event (5 hours each)	\$1,500	\$1,500			
Report/content creation		\$500	\$500			
Graphic designer	Report design/layout – misc material	\$400	\$400			
Data entry		\$150	\$150			
Venue rental	Fees for 4 venues for story circles + larger for final gathering	\$3,000	\$2,335			
Refreshment	2 design meeting + 4 story circles + final gathering	\$540	\$540			
Equipment rental	Mics; A/V	\$375	\$375			
Transportation	12 round trips cab rides at ~\$20	\$240	\$240			
Printing	Surveys, invitations, report	\$250	\$250			
TOTAL EXPENSES \$31,755.00 \$28,090.00						

Budget Narrative:Project director: project design, implementation, participation in all events and program Evaluation.

Facilitator/Co-design: working in close relationship with director and facilitating the program as well as story circles facilitation.

Project Manager: logistic coordination, administrative assistance, securing venues and all moving pieces to ensure smooth implementation.

Outreach: to initial planning committee, coordination of elders participation and transportation, target invitation to Vanport Mosaic coalition members.

Community members honoraria: all members of the planning committee as well as the elders sharing their stories will receive remuneration for their time and knowledge. If the participation of a specific person from a disadvantaged community as part of the outside listener circle will feel critical, transportation and honorarium will be arranged.

Venues: the venues will be identified by committee. City of Portland networks will be encouraged to host at least one of the events at a city facility.

Transportation: round trips for elders with mobility issues and lack of transportation

Documentation: the graphic recorder is critical to create documentation about each story circles so that the stories are collected and the experience and process captured and then shared at collective final gathering.

ATTACHMENT C

REPORTING FORM

		Progress R	eport : □P	ARTIAL	\Box FINAL
GRANTEE Organization Name					
Project Title					
Grant Agreement					
Fiscal Year					
Overall Proje	ct Status »				
Project Summary	[Describe grant	project]			
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]				
Challenges	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]				
Project Narrative	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, •any additional comments about the project, additional photos, or supplementary documents you would like to share.]				
Project Finances	Awarded:	[Insert total	Grant Expenditure to Date	\$ [Insert grant exincurred to date submit with the expenditure rep	e and
Next Steps	[What are the ne	ext steps for this proj	iect and your o	rganization?]	

Specific Proje	ect Metrics »				
Pre- and Post- Accessessments [How comfortable participants feel with conflict? Their level of awareness of the specific ways oppression can operate within organizations? How confident participants feel intervening in oppressive situations? How confident participants feel communicating effectively about challenging situations]					
Certification: By s my knowledge. <i>Typed or printed n</i>	signing this report, I certify that it is true, o	complete, and accurate to the best of			
Name:					
Signature:		Date:			
Telefone: Email Adddres:					
Date report subn	nitted (month, day, year)				

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:City of Portland
Office of Community & Civic Life
1221 SW 4th Ave, Room 110
Portland, Ave 97204

Grantee			
Address			
City, State		Zip Code	
		<u> </u>	
Project name	Stories in Movement: a series of	f facilitated story ci	ccles towards harvesting
,	lessons of hope, resistance, and	•	o o
	times		
Expenses period		through	

Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
Project director	Laura Lo Forti - 6 months	\$5,000	\$3,500	\$0
Project manager	VM General Manager Judith Yeckel – 6 months	\$4,000	\$3,500	\$0
Facilitation	Chisao Hata - 6 months	\$3,500	\$3,500	\$0
Palnning Committee	2 people per community group/2 design meetings + outreach + 4 story circles + final gathering	\$4,000	\$4,000	\$0
Outreach coordinator	Greta Smith – 6 months	\$1,500	\$1,500	\$0
Elders narrators	24 total/6 oer community groupstory circle \$200 each	\$4,800	\$4,800	\$0
Administration	Accounting/booking	\$2,000	\$1,000	\$0
Graphic recorder	~\$120 per event (5 hours each)	\$1,500	\$1,500	\$0
Report/content creation		\$500	\$500	\$0
Graphic designer	Report design/layout - misc material	\$400	\$400	\$0
Data entry		\$150	\$150	\$0
Venue rental	Fees for 4 venues for story circles +	\$3,000	\$2,335	\$0

Expenses	Item Description	FY 2018- 19 Total Budget	FY 2018-19 Civic Life Budget	Amount Invoiced
	larger for final gathering			
Refreshment	2 design meeting + 4 story circles + final gathering	\$540	\$540	\$0
Equipment rental	Mics; A/V	\$375	\$375	\$0
Transportation	12 round trips cab rides at ~\$20	\$240	\$240	\$0
Printing	Surveys, invitations, report		\$250	\$0
	Tota	al Expenses	\$28,090.00	\$ 0.00
		Net	amount due	\$
Prepared by:				
Signature:		Date:		