

**GRANT AGREEMENT NO.**

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Immigrant and Refugee Community Organization "GRANTEE) an amount not to exceed \$ 80,000. This Agreement may refer to CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-risk youth during out of school time.
- B. As a part of the Teen Collaborative Initiative, CITY shall provide grant funding to organizations that deliver the aforementioned services.
- C. CITY solicited grant proposals from several organizations through an RFP application process.
- D. CITY has reviewed the proposals and recommend that a two-year grant be awarded to GRANTEE in a total amount not to exceed \$80,000.00.
- E. For Fiscal Year 2019-2021, the amount of grant funding that will be allocated to GRANTEE is not to exceed \$40,000.00, with the amount to be specified in the FY 2019-2020 adopted budget.
- F. For Fiscal Year 2020-2021, the amount of grant funding that will be allocated to GRANTEE will not to exceed \$40,000.00. However, the availability and amount of this funding will be determined through the 2020-2021 City Budget process.

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

- A. Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions GRANTEE described in its submitted Partner Participation Application and will additionally perform the following actions and/or spend grant funds in the following way:

**Program Deliverables**

- a. Grantee will implement and lead positive activities and programming during out of school time to youth (defined as 10 to 20 years old) with a focus on youth who are impacted by violence, represent marginalized communities and/ or communities of color.
- b. Grantee is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R community centers or other PP&R facilities.

- c. Grantee will build on existing relationships with smaller Ethnic Community Based Organizations (ECBOs). Among other types of engagement, ECBO leaders will be hired as hourly bilingual bicultural staff in response to program needs.
  - d. Grantee will provide leadership and job readiness training to Asian Pacific Islander and African Immigrant youth who reside in the Portland Metro area. Bilingual bicultural advocates and staff will connect youth who are case managed by IRCO staff, to provide academic support, leadership development, and empowerment activities.
  - e. Grantee will provide bi-weekly Saturday night activities to 20 youth at Portland Parks & Recreation sites in neighborhoods where there are low-income youth, or youth who are at risk of higher incidence of violence and gang activity.
  - f. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
- B. GRANTEE shall not commence grant activities associated for Fiscal Year 2020-2021 until City Grant Manager confirms City Council approved a budget which would provide for grant funding in Fiscal Year 2020-2021.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is to be determined prior to start of grant work. GRANTEE shall provide this information in writing to the City Grant Manager.
- C. City Grant Manager: The City Grant Manager for this Agreement is Lolita Broadous; [Lolita.broadous@portlandoregon.gov](mailto:Lolita.broadous@portlandoregon.gov); 503-260-0507 or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the City Grant Manager reports at six-month intervals with a final report at the completion of all work, services or actions required of GRANTEE under this Agreement. The six-month interval and final reports will include:
  - 1. A narrative that summarizes the work, services, or actions performed by the GRANTEE and progress towards achieving program deliverables.

2. Demographic information of youth served including; gender, age, race/ethnicity, and geographic area of residence.
3. Number of unduplicated youths served.
4. Program retention (number of youth visits)
5. Collaboration with community partners and PP&R (who did the GRANTEE partner with and how?)
6. For the final report, any relevant information describing how GRANTEE fulfilled to meet grant purposes and identify future strategies to maintain and meet grant outcomes.

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

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The grant amount for each Fiscal Year shall not exceed \$40,000.00. GRANTEE may make requests for payment on a reimbursement basis. GRANTEE shall not submit more than one request for reimbursement each month. CITY will pay up the actual amount sought in the request for reimbursement or up to \$10,000, whichever is less. Once the available Fiscal Year grant funding is depleted, GRANTEE shall not make further request for reimbursement and will not receive additional funding for the Fiscal Year.

Requests for reimbursement when made shall be done on the last day of the month and sent electronically to the City Grant Manager. All requests must include invoices and relevant documentation to support the request for payment, information matching GRANTEE setup in the City financial system, and current amount requested for reimbursement. The City will only reimburse grant related expenses incurred to date through these requests.

If for any reason GRANTEE receives a grant funding under this Agreement and did not provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid for subsequent requests for payments, require GRANTEE to immediately refund to CITY the amount improperly reimbursed, or any combination thereof.

Notwithstanding the above, City will release to GRANTEE \$5,000 at the commencement of the Agreement prior to GRANTEE having performed grant activities or making a request for reimbursement. At GRANTEE's first request for reimbursement under this Agreement, GRANTEE must provide documentation to support use of the initial \$5,000 grant funds.

#### B. Grant funds may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose. Invoices from the GRANTEE should be received no later than the last working day of each month. City will generally issue grant payment within 15 days from receipt of a complete request for payment.



#### IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of



grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.

- G. Amendment. The City 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.

Non-discrimination; Civil Rights. GRANTEE shall comply with nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. GRANTEE shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, 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 incorporate the requirements of this paragraph in all other agreements for work related to this Agreement, except agreements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.

- H. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require. GRANTEE should expect to make available its records available as part of any annual monitoring process and to provide enough supporting documents and records to substantiate its final report.
- I. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance

of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
  2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
  5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material

breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- 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 tax -exempt status



during this Agreement. GRANTEE shall be EEO 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. Two copies of all required financial audits or reviews shall be submitted to the City Grant Manager within thirty days of audit completion or upon request by the City Grant Manager.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- 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 City 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. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## V. TERM OF GRANT.

This Agreement is expected to provide grant funding for up to two Fiscal Years. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below. GRANTEE activities may commence only after the effective date. All GRANTEE activity and incursion of expenditure must end by June 30, 2021, with final report and requests for payment due by that same date. GRANTEE activities prior to the effective date and after June 30, 2021 are not eligible expenses for grant funds reimbursement.

This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting,

reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form

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

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**RECITALS:**

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**Program Deliverables**

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- b. GRANTEE is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R



community centers or other PP&R facilities.

- c. GRANTEE will increase outreach to "Little Lift"-- an elementary school-based leadership development and peer to peer mentoring program pairing high-school aged youth with elementary school-aged youth (4th and 5th grade primarily).
  - d. GRANTEE will increase their gender-specific/identifying groups that meet during out of school time. The GRANTEE will expand their college and career exposure trips for high school aged students in East County.
  - e. GRANTEE will increase the amount of sports, and academic activities offered through their annual "Community Camp" offered to youth to support summer learning and reading support over the summer.
  - f. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
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- H. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require. GRANTEE should expect to make available its records available as part of any annual monitoring process and to provide enough supporting documents and records to substantiate its final report.
- I. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance

of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
  2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
  5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material

breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- 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 tax -exempt status



during this Agreement. GRANTEE shall be EEO 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. Two copies of all required financial audits or reviews shall be submitted to the City Grant Manager within thirty days of audit completion or upon request by the City Grant Manager.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- 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 City 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. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## V. TERM OF GRANT.

This Agreement is expected to provide grant funding for up to two Fiscal Years. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below. GRANTEE activities may commence only after the effective date. All GRANTEE activity and incursion of expenditure must end by June 30, 2021, with final report and requests for payment due by that same date. GRANTEE activities prior to the effective date and after June 30, 2021 are not eligible expenses for grant funds reimbursement.

This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting,

reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_

**GRANT AGREEMENT NO.**

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Portland Opportunities Industrialization Center, Inc. ("GRANTEE") an amount not to exceed \$ 80,000. This Agreement may refer to CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-risk youth during out of school time.
- B. As a part of the Teen Collaborative Initiative, CITY shall provide grant funding to organizations that deliver the aforementioned services.
- C. CITY solicited grant proposals from several organizations through an RFP application process.
- D. CITY has reviewed the proposals and recommend that a two-year grant be awarded to GRANTEE in a total amount not to exceed \$80,000.00.
- E. For Fiscal Year 2019-2021, the amount of grant funding that will be allocated to GRANTEE is not to exceed \$40,000.00, with the amount to be specified in the FY 2019-2020 adopted budget.
- F. For Fiscal Year 2020-2021, the amount of grant funding that will be allocated to GRANTEE will not to exceed \$40,000.00. However, the availability and amount of this funding will be determined through the 2020-2021 City Budget process.

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

- A. Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions GRANTEE described in its submitted Partner Participation Application and will additionally perform the following actions and/or spend grant funds in the following way:

**Program Deliverables**

- a. Grantee will implement and lead positive activities and programming during out of school time to youth (defined as 10 to 20 years old) with a focus on youth who are impacted by violence, represent marginalized communities and/ or communities of color.
- b. Grantee is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R community centers or other PP&R facilities.



- c. GRANTEE will host quarterly culturally-specific and age appropriate Saturday teen night events at PP&R community centers throughout the calendar year. These teen night events or "Kickback Nights" will feature a variety of pro-social activities such as basketball, music and dance, and art. Youth will have input in "Kickback Night" programming.
  - d. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
- B. GRANTEE shall not commence grant activities associated for Fiscal Year 2020-2021 until City Grant Manager confirms City Council approved a budget which would provide for grant funding in Fiscal Year 2020-2021.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is to be determined prior to start of grant work. GRANTEE shall provide this information in writing to the City Grant Manager.
- C. City Grant Manager: The City Grant Manager for this Agreement is Lolita Broadous; [Lolita.broadous@portlandoregon.gov](mailto:Lolita.broadous@portlandoregon.gov); 503-260-0507 or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the City Grant Manager reports at six-month intervals with a final report at the completion of all work, services or actions required of GRANTEE under this Agreement. The six-month interval and final reports will include:
  - 1. A narrative that summarizes the work, services, or actions performed by the GRANTEE and progress towards achieving program deliverables.
  - 2. Demographic information of youth served including; gender, age, race/ethnicity, and geographic area of residence.
  - 3. Number of unduplicated youths served.
  - 4. Program retention (number of youth visits)
  - 5. Collaboration with community partners and PP&R (who did the GRANTEE partner with and how?)
  - 6. For the final report, any relevant information describing how GRANTEE fulfilled to meet grant purposes and identify future strategies to maintain and meet grant outcomes.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or

interim reports or information on the progress of work, services or actions required from GRANTEE.

### III. PAYMENTS

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

The grant amount for each Fiscal Year shall not exceed \$40,000.00. GRANTEE may make requests for payment on a reimbursement basis. GRANTEE shall not submit more than one request for reimbursement each month. CITY will pay up the actual amount sought in the request for reimbursement or up to \$10,000, whichever is less. Once the available Fiscal Year grant funding is depleted, GRANTEE shall not make further request for reimbursement and will not receive additional funding for the Fiscal Year.

Requests for reimbursement when made shall be done on the last day of the month and sent electronically to the City Grant Manager. All requests must include invoices and relevant documentation to support the request for payment, information matching GRANTEE setup in the City financial system, and current amount requested for reimbursement. The City will only reimburse grant related expenses incurred to date through these requests.

If for any reason GRANTEE receives a grant funding under this Agreement and did not provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid for subsequent requests for payments, require GRANTEE to immediately refund to CITY the amount improperly reimbursed, or any combination thereof.

Notwithstanding the above, City will release to GRANTEE \$5,000 at the commencement of the Agreement prior to GRANTEE having performed grant activities or making a request for reimbursement. At GRANTEE's first request for reimbursement under this Agreement, GRANTEE must provide documentation to support use of the initial \$5,000 grant funds.

#### B. Grant funds may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose. Invoices from the GRANTEE should be received no later than the last working day of each month. City will generally issue grant payment within 15 days from receipt of a complete request for payment.

### IV. GENERAL PROVISIONS

#### A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall



commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

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



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**CITY OF PORTLAND**

**GRANTEE**

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form

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

**GRANT AGREEMENT NO.**

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Self Enhancement, Incorporated. "GRANTEE") an amount not to exceed \$ 80,000. This Agreement may refer to CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-risk youth during out of school time.
- B. As a part of the Teen Collaborative Initiative, CITY shall provide grant funding to organizations that deliver the aforementioned services.
- C. CITY solicited grant proposals from several organizations through an RFP application process.
- D. CITY has reviewed the proposals and recommend that a two-year grant be awarded to GRANTEE in a total amount not to exceed \$80,000.00.
- E. For Fiscal Year 2019-2021, the amount of grant funding that will be allocated to GRANTEE is not to exceed \$40,000.00, with the amount to be specified in the FY 2019-2020 adopted budget.
- F. For Fiscal Year 2020-2021, the amount of grant funding that will be allocated to GRANTEE will not to exceed \$40,000.00. However, the availability and amount of this funding will be determined through the 2020-2021 City Budget process.

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

- A. Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions GRANTEE described in its submitted Partner Participation Application and will additionally perform the following actions and/or spend grant funds in the following way:

**Program Deliverables**

- a. GRANTEE is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R community centers or other PP&R facilities.
- b. GRANTEE will increase access to high culturally specific. Responsive summer and after-school programming for African American and underserved and marginalized youth.



- c. GRANTEE will be responsive to the TCI grant focus areas. GRANTEE may choose to address one or more of these focus areas: job skills development and youth employment, academic support, heal organized sports health, and civic and community engagement.
  - d. GRANTEE will serve at least 30 youth from 6<sup>th</sup> to 12 grades with readiness skills and academic support through the school year via GRANTEE's July 2019 summer programming.
  - e. GRANTEE will provide an athletic and skill-building mentorship opportunity for 75 6<sup>th</sup>-12<sup>th</sup> grade students via SEI summer sports camps. Including, but not limited to basketball and soccer in partnership with other community organizations and community members. GRANTEE will also partner with Portland Parks and Recreation PP&R) for potential use of facilities and equipment.
  - f. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
- B. GRANTEE shall not commence grant activities associated for Fiscal Year 2020-2021 until City Grant Manager confirms City Council approved a budget which would provide for grant funding in Fiscal Year 2020-2021.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is to be determined prior to start of grant work. GRANTEE shall provide this information in writing to the City Grant Manager.
- C. City Grant Manager: The City Grant Manager for this Agreement is Lolita Broadous; [Lolita.broadous@portlandoregon.gov](mailto:Lolita.broadous@portlandoregon.gov); 503-260-0507 or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the City Grant Manager reports at six-month intervals with a final report at the completion of all work, services or actions required of GRANTEE under this Agreement. The six-month interval and final reports will include:
  - 1. A narrative that summarizes the work, services, or actions performed by the GRANTEE and progress towards achieving program deliverables.

2. Demographic information of youth served including; gender, age, race/ethnicity, and geographic area of residence.
3. Number of unduplicated youths served.
4. Program retention (number of youth visits)
5. Collaboration with community partners and PP&R (who did the GRANTEE partner with and how?)
6. For the final report, any relevant information describing how GRANTEE fulfilled to meet grant purposes and identify future strategies to maintain and meet grant outcomes.

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

### III. PAYMENTS

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

The grant amount for each Fiscal Year shall not exceed \$40,000.00. GRANTEE may make requests for payment on a reimbursement basis. GRANTEE shall not submit more than one request for reimbursement each month. CITY will pay up the actual amount sought in the request for reimbursement or up to \$10,000, whichever is less. Once the available Fiscal Year grant funding is depleted, GRANTEE shall not make further request for reimbursement and will not receive additional funding for the Fiscal Year.

Requests for reimbursement when made shall be done on the last day of the month and sent electronically to the City Grant Manager. All requests must include invoices and relevant documentation to support the request for payment, information matching GRANTEE setup in the City financial system, and current amount requested for reimbursement. The City will only reimburse grant related expenses incurred to date through these requests.

If for any reason GRANTEE receives a grant funding under this Agreement and did not provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid for subsequent requests for payments, require GRANTEE to immediately refund to CITY the amount improperly reimbursed, or any combination thereof.

Notwithstanding the above, City will release to GRANTEE \$5,000 at the commencement of the Agreement prior to GRANTEE having performed grant activities or making a request for reimbursement. At GRANTEE's first request for reimbursement under this Agreement, GRANTEE must provide documentation to support use of the initial \$5,000 grant funds.

#### B. Grant funds may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose. Invoices from the GRANTEE should be received no later than the last working day of each month. City will generally issue grant payment within 15 days from receipt of a complete request for payment.



#### IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of



grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.

- G. Amendment. The City 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.

Non-discrimination; Civil Rights. GRANTEE shall comply with nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. GRANTEE shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, 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 incorporate the requirements of this paragraph in all other agreements for work related to this Agreement, except agreements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.

- H. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require. GRANTEE should expect to make available its records available as part of any annual monitoring process and to provide enough supporting documents and records to substantiate its final report.
- I. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance

of this Agreement. This duty shall survive the expiration or termination of this Agreement.

- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
  2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
  5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material

breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
  
- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
  
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
  
- O. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
  
- 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 tax -exempt status



during this Agreement. GRANTEE shall be EEO 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. Two copies of all required financial audits or reviews shall be submitted to the City Grant Manager within thirty days of audit completion or upon request by the City Grant Manager.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- 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 City 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. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## V. TERM OF GRANT.

This Agreement is expected to provide grant funding for up to two Fiscal Years. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below. GRANTEE activities may commence only after the effective date. All GRANTEE activity and incursion of expenditure must end by June 30, 2021, with final report and requests for payment due by that same date. GRANTEE activities prior to the effective date and after June 30, 2021 are not eligible expenses for grant funds reimbursement.

This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting,

reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form

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

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**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-risk youth during out of school time.
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**Program Deliverables**

- a. Grantee will implement and lead positive activities and programming during out of school time to youth (defined as 10 to 20 years old) with a focus on youth who are impacted by violence, represent marginalized communities and/ or communities of color.
- b. Grantee is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R



community centers or other PP&R facilities.

- c. Saturday Youth Night: NAYA will host an open gym time each weekend on-site.
  - d. Grantee will hire a Connections Coach; this position will support wrap -around services offered to youth, facilitate open gym and support services for the after-school program and youth camps and seasonal programs which serves youth from grades 4<sup>th</sup>-12<sup>th</sup>.
  - e. GRANTEE will provide College and Career Services to youth and connect them to the STRYVE program where youth can be connected to employment.
  - f. GRANTEE will provide programming for 150 unduplicated youth ages 10-25 per fiscal year. By offering the following: Open Gym times available every week throughout the year; Youth Empowerment Groups- offered to provide a safe space to talk about their community, relationships, and family.
  - g. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
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Non-discrimination; Civil Rights. GRANTEE shall comply with nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. GRANTEE shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, 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 incorporate the requirements of this paragraph in all other agreements for work related to this Agreement, except agreements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.

- H. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require. GRANTEE should expect to make available its records available as part of any annual monitoring process and to provide enough supporting documents and records to substantiate its final report.
- I. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit

discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

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

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

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement.



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

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.



- 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 tax -exempt status during this Agreement. GRANTEE shall be EEO 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. Two copies of all required financial audits or reviews shall be submitted to the City Grant Manager within thirty days of audit completion or upon request by the City Grant Manager.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- 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 City 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. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## V. TERM OF GRANT.

This Agreement is expected to provide grant funding for up to two Fiscal Years. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below. GRANTEE activities may commence only after the effective date. All GRANTEE activity and incursion of expenditure must end by June 30, 2021, with final report and requests for payment

due by that same date. GRANTEE activities prior to the effective date and after June 30, 2021 are not eligible expenses for grant funds reimbursement.

This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting, reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form

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

**GRANT AGREEMENT NO.**

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Latino Network "GRANTEE) an amount not to exceed \$ 80,000. This Agreement may refer to CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-at risk youth during out of school time.
- B. As a part of the Teen Collaborative Initiative, CITY shall provide grant funding to organizations that deliver the aforementioned services.
- C. CITY solicited grant proposals from several organizations through an RFP application process.
- D. CITY has reviewed the proposals and recommend that a two-year grant be awarded to GRANTEE in a total amount not to exceed \$80,000.00.
- E. For Fiscal Year 2019-2021, the amount of grant funding that will be allocated to GRANTEE is not to exceed \$40,000.00, with the amount to be specified in the FY 2019-2020 adopted budget.
- F. For Fiscal Year 2020-2021, the amount of grant funding that will be allocated to GRANTEE will not to exceed \$40,000.00. However, the availability and amount of this funding will be determined through the 2020-2021 City Budget process.

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

- A. Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions GRANTEE described in its submitted Partner Participation Application and will additionally perform the following actions and/or spend grant funds in the following way:

**Program Deliverables**

- a. Grantee will implement and lead positive activities and programming during out of school time to youth (defined as 10 to 20 years old) with a focus on youth who are impacted by violence, represent marginalized communities and/ or communities of color.
- b. Grantee is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R



community centers or other PP&R facilities.

- c. Grantee will conduct outreach to youth who reside in areas where there are "opportunity deserts" or high incidence of violence and gang activity.
  - d. GRANTEE will provide 5 days of programming over spring break to serve 30 youth. Spring break participants are Latino youth ages 10-18 who present high risk factors for gang involvement.
  - e. GRANTEE will expand its Summer Academia program (a culturally specific summer enrichment program) by increasing number of youth participants and activities, including working with PP&R to provide swimming opportunities to underrepresented youth.
  - f. GRANTEE aims to serve 30 youth during the Fiscal Year 2019 and 30 youth for 2020 Summer Academia program. Summer Academia participants are Latino ages 10-18 who are at risk for gang involvement.
  - g. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
- B. GRANTEE shall not commence grant activities associated for Fiscal Year 2020-2021 until City Grant Manager confirms City Council approved a budget which would provide for grant funding in Fiscal Year 2020-2021.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is to be determined prior to start of grant work. GRANTEE shall provide this information in writing to the City Grant Manager.
- C. City Grant Manager: The City Grant Manager for this Agreement is Lolita Broadous; [Lolita.broadous@portlandoregon.gov](mailto:Lolita.broadous@portlandoregon.gov); 503-260-0507 or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the City Grant Manager reports at six-month intervals with a final report at the completion of all work, services or actions

required of GRANTEE under this Agreement. The six-month interval and final reports will include:

1. A narrative that summarizes the work, services, or actions performed by the GRANTEE and progress towards achieving program deliverables.
2. Demographic information of youth served including: gender, age, race/ethnicity, and geographic area of residence.
3. Number of unduplicated youths served.
4. Program retention (number of youth visits)
5. Collaboration with community partners and PP&R (who did the GRANTEE partner with and how?)
6. For the final report, any relevant information describing how GRANTEE fulfilled to meet grant purposes and identify future strategies to maintain and meet grant outcomes.

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

### III. PAYMENTS

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

The grant amount for each Fiscal Year shall not exceed \$40,000.00. GRANTEE may make requests for payment on a reimbursement basis. GRANTEE shall not submit more than one request for reimbursement each month. CITY will pay up the actual amount sought in the request for reimbursement or up to \$10,000, whichever is less. Once the available Fiscal Year grant funding is depleted, GRANTEE shall not make further request for reimbursement and will not receive additional funding for the Fiscal Year.

Requests for reimbursement when made shall be done on the last day of the month and sent electronically to the City Grant Manager. All requests must include invoices and relevant documentation to support the request for payment, information matching GRANTEE setup in the City financial system, and current amount requested for reimbursement. The City will only reimburse grant related expenses incurred to date through these requests.

If for any reason GRANTEE receives a grant funding under this Agreement and did not provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid for subsequent requests for payments, require GRANTEE to immediately refund to CITY the amount improperly reimbursed, or any combination thereof.

Notwithstanding the above, City will release to GRANTEE \$5,000 at the commencement of the Agreement prior to GRANTEE having performed grant activities or making a request for reimbursement. At GRANTEE's first request for reimbursement under this Agreement, GRANTEE must provide documentation to support use of the initial \$5,000 grant funds.

#### B. Grant funds may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose. Invoices from



the GRANTEE should be received no later than the last working day of each month. City will generally issue grant payment within 15 days from receipt of a complete request for payment.

#### IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish



any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The City 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.

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This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting, reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form

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

**GRANT AGREEMENT NO.**

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and New Avenues for Youth "GRANTEE) an amount not to exceed \$ 80,000. This Agreement may refer to CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

**RECITALS:**

- A. In 2015, the Portland Police Bureau reported 183 gang shootings in our community. This was the highest reported number since the city began tracking them. To help address this phenomena, The Mayor's office established a Community Center Initiative to provide pro-social activities for at-at risk youth during out of school time.
- B. As a part of the Teen Collaborative Initiative, CITY shall provide grant funding to organizations that deliver the aforementioned services.
- C. CITY solicited grant proposals from several organizations through an RFP application process.
- D. CITY has reviewed the proposals and recommend that a two-year grant be awarded to GRANTEE in a total amount not to exceed \$80,000.00.
- E. For Fiscal Year 2019-2021, the amount of grant funding that will be allocated to GRANTEE is not to exceed \$40,000.00, with the amount to be specified in the FY 2019-2020 adopted budget.
- F. For Fiscal Year 2020-2021, the amount of grant funding that will be allocated to GRANTEE will not to exceed \$40,000.00. However, the availability and amount of this funding will be determined through the 2020-2021 City Budget process.

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

- A. Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions GRANTEE described in its submitted Partner Participation Application and will additionally perform the following actions and/or spend grant funds in the following way:

**Program Deliverables**

- a. Grantee will implement and lead positive activities and programming during out of school time to youth (defined as 10 to 20 years old) with a focus on youth who are impacted by violence, represent marginalized communities and/ or communities of color.
- b. Grantee is expected to cooperate with PP&R staff to find consistent time and space for activities to be held at PP&R community centers or other PP&R facilities.



- c. GRANTEE will deliver monthly (12) leadership-development activities in PP&R Community centers, with an intent to create a safe environment for LGBTQIA community of youth.
  - d. GRANTEE will provide community education relating to (LGBTQIA) and equity trainings to 50 PP&R staff during each fiscal year.
  - e. GRANTEE will provide 3 monthly SMYRC programming events which will include leadership- activities in partnership with PP&R teens to be held at North and Northeast community centers.
  - f. GRANTEE will participate in an ongoing youth service learning community quarterly meeting facilitated by PP&R staff. GRANTEE is responsible for sending a minimum of one staff person to each quarterly meeting. Attendance at these meetings is a material requirement of grant performance.
- B. GRANTEE shall not commence grant activities associated for Fiscal Year 2020-2021 until City Grant Manager confirms City Council approved a budget which would provide for grant funding in Fiscal Year 2020-2021.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is to be determined prior to start of grant work. GRANTEE shall provide this information in writing to the City Grant Manager.
- C. City Grant Manager: The City Grant Manager for this Agreement is Lolita Broadous; [Lolita.broadous@portlandoregon.gov](mailto:Lolita.broadous@portlandoregon.gov); 503-260-0507 or such other person as may be designated by CITY in writing.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the City Grant Manager reports at six-month intervals with a final report at the completion of all work, services or actions required of GRANTEE under this Agreement. The six-month interval and final reports will include:
  - 1. A narrative that summarizes the work, services, or actions performed by the GRANTEE and progress towards achieving program deliverables.
  - 2. Demographic information of youth served including; gender, age, race/ethnicity, and geographic area of residence.
  - 3. Number of unduplicated youths served.
  - 4. Program retention (number of youth visits)
  - 5. Collaboration with community partners and PP&R (who did the

- GRANTEE partner with and how?)
6. For the final report, any relevant information describing how GRANTEE fulfilled to meet grant purposes and identify future strategies to maintain and meet grant outcomes.

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

### III. PAYMENTS

- A. GRANTEE will receive its funding as follows:

The grant amount for each Fiscal Year shall not exceed \$40,000.00. GRANTEE may make requests for payment on a reimbursement basis. GRANTEE shall not submit more than one request for reimbursement each month. CITY will pay up the actual amount sought in the request for reimbursement or up to \$10,000, whichever is less. Once the available Fiscal Year grant funding is depleted, GRANTEE shall not make further request for reimbursement and will not receive additional funding for the Fiscal Year.

Requests for reimbursement when made shall be done on the last day of the month and sent electronically to the City Grant Manager. All requests must include invoices and relevant documentation to support the request for payment, information matching GRANTEE setup in the City financial system, and current amount requested for reimbursement. The City will only reimburse grant related expenses incurred to date through these requests.

If for any reason GRANTEE receives a grant funding under this Agreement and did not provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid for subsequent requests for payments, require GRANTEE to immediately refund to CITY the amount improperly reimbursed, or any combination thereof.

Notwithstanding the above, City will release to GRANTEE \$5,000 at the commencement of the Agreement prior to GRANTEE having performed grant activities or making a request for reimbursement. At GRANTEE's first request for reimbursement under this Agreement, GRANTEE must provide documentation to support use of the initial \$5,000 grant funds.

- B. Grant funds may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose. Invoices from the GRANTEE should be received no later than the last working day of each month. City will generally issue grant payment within 15 days from receipt of a complete request for payment.

### IV. GENERAL PROVISIONS



- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.



- G. Amendment. The City 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.

Non-discrimination; Civil Rights. GRANTEE shall comply with nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. GRANTEE shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, 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 incorporate the requirements of this paragraph in all other agreements for work related to this Agreement, except agreements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.

- H. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require. GRANTEE should expect to make available its records available as part of any annual monitoring process and to provide enough supporting documents and records to substantiate its final report.

- I. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

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

- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
  2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
  3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
  4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
  5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- 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 tax -exempt status during this Agreement. GRANTEE shall be EEO 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. Two copies of all required financial audits or reviews shall be submitted to the City Grant Manager within thirty days of audit completion or upon request by the City Grant Manager.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- 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 City 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. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

## V. TERM OF GRANT.

This Agreement is expected to provide grant funding for up to two Fiscal Years. The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below. GRANTEE activities may commence only after the effective date. All GRANTEE activity and incursion of expenditure must end by June 30, 2021, with final report and requests for payment due by that same date. GRANTEE activities prior to the effective date and after June 30, 2021 are not eligible expenses for grant funds reimbursement.

This Agreement shall terminate June 30, 2021 and may be terminated sooner as provided above. Notwithstanding the termination date, the Parties agree that Agreement will continue and be extended solely for final grant administration close-out activities, such as accounting, reconciliation, supplement reporting, and final payment, for up to 30 days. Except for Section I, GRANTEE obligations and covenants of the Agreement shall remain effective until grant close out activities are completed.

**CITY OF PORTLAND****GRANTEE**\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form

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