

**GRANT AGREEMENT NO.**

183531

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY") and East Portland Neighbors ("GRANTEE") in an amount not to exceed \$36,584.

**RECITALS:**

The goal of the Neighborhood Small Grants Program is to provide neighborhood and community organizations with opportunities to expand their community-building capacity, attract new and diverse members and sustain those already involved. This program was adopted by the City Council as part of the FY 2009-10 ONI budget and is funded with a total of \$199,106 through City General Fund dollars.

To qualify for a neighborhood small grant, grant projects must build capacity in or build partnerships between neighborhood associations, community-based organizations, and/or such groups working specifically with underrepresented populations within a district coalition's area.

The Neighborhood Grants Program is administered through the seven neighborhood district coalitions and funded by the Office of Neighborhood Involvement.

The two City-administered neighborhood offices—East Portland Neighborhood Office and North Portland Neighborhood Services—administer their grant dollars and distribute funds to successful sub-grantees through their non-profit organizations, respectively East Portland Neighbors (EPN) and North Portland Community Works (NPCW). This approach allows the CITY to enter into single grant agreements with these two non-profit organizations versus individual grant agreements with every one of the community organizations receiving a grant under the Neighborhood Small Grants Program.

The East Portland Neighborhood Office grant selection committee identified 14 grant projects for funding in FY 09/10. The total amount of the grants is \$31,775. The ONI FY 09/10 budget includes \$36,584 in funding for the Neighborhood Small Grants Program for East Portland. EPN will retain \$5,484 of this funding to cover the costs of administering the program. EPN will disperse the remaining \$31,100 to the fourteen sub-grantees. The East Portland Neighbors will supplement the \$31,100 with \$675 of additional funds from other sources to increase the total amount to be given out to sub-grantees to \$31,775.

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

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

- A. Grants to be dispersed to sub-grantees: East Portland Neighbors will disperse funds to the Neighborhood Small Grant program sub-grantees listed below. The

information below includes: receiving organization, project title, amount awarded, and a brief description of each project:

Shaver SUN Community School

**Community Sports League**

\$1500

Replace four broken light fixtures on basketball courts, add new lighting fixtures, buy/build and install lockable message board.

Glenfair Evangelical Church

**Glenfair Community Garden**

\$2000

Build positive relationships within our neighborhood is important to Glenfair Church and establish a community garden on the church property, at 143rd and Burnside.

Powellhurst-Gilbert Neighborhood Association

**PGNA Volunteer Safety Vests**

\$575

Equip volunteer workers with safety vests while working on projects in the Powellhurst-Gilbert neighborhood.

El Programa Hispana / Catholic Charities

**Latino Safety Promoters**

\$3500

Increase understanding and trust in law enforcement/public safety agencies; train/motivate Latino leaders to engage in crime reduction programs.

Josiah Hill III Clinic

**Healthy Futures Collaborative Workshop Series**

\$2500

Provide diverse families with information about mold/mildew and chemical hazards in the home and tools and knowledge to address these hazards.

Chess for Success

**Chess for Success After-School Program**

\$2000

Provide for after-school chess clubs at thirteen elementary and middle schools in outer East Portland; David Douglas and Parkrose Schools, primarily.

Northwest Housing Alternatives

**Multicultural Share Fair**

\$1000

Create an event that will "sample ethnic foods", "listen to music from different cultures", "learn neighbors' traditions and customs", and "peruse outreach materials from local business and organizations."

183531

The Tree Institute

**ARCO-IRIS Festival of Arts & Cultures**

\$3500

Put on a festival that will share Latino and African arts, cultures and languages through workshops, community building forum theater and music/dance performances.

Powellhurst-Gilbert Neighborhood Association

**National Night Out - Movie in the Park**

\$3200

Create a social event in Gilbert Heights Park in conjunction with NNO, providing free food, an eclectic mix of public safety information and entertainment culminating with a Movie in the Park. Expect to draw 750 neighbors.

Parkrose Heights Association of Neighbors

**National Night Out Party**

\$2700

Put on a community party to create a sense of community and pride in the neighborhood as well as outreach to education residents about the neighborhood association.

Wilkes Community Group

**Movies in the Park at Wilkes Park**

\$1100

Host an ongoing community event with summer activities for all of the neighbors that will allow them to positively interact in a social setting.

Holgate Baptist Church

**Community Block Party in Powellhurst Gilbert**

\$2700

Provide a free community event for the multi-ethnic community to meet with their neighbors that includes prizes, food, music and games for children and teens on the one-acre lot next to the church.

Powellhurst-Gilbert Neighborhood Association

**East Portland Exposition**

\$2000

Put on an event designed to celebrate the qualities of outer East Portland and give numerous community organizations and businesses to conduct reach, celebrate diversity and ... have fun.

Powellhurst-Gilbert Neighborhood Association

**Scholarships for non-profit participation at the East Portland Exposition**

\$3500

Provide "scholarships" to permit 20 nonprofit organizations to participate in the

EPO XPO and allow them to conduct outreach programs.

- B. Monitoring and Reports to be Provided: Each of the sub-grantees listed above shall be required to submit a project performance evaluation to the GRANTEE by January 31, 2011 that includes the following elements:
1. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
  2. Description of the types of activities each grantee hosted and how many people participated.
  3. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
  4. Provide at least one digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

GRANTEE will provide copies of these sub-grantee performance evaluations and any digital photos or videos submitted to the CITY by February 28, 2011.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events.
- B. Records: GRANTEE will maintain all records for the program.
- C. Grant Manager: The CITY Grant Manager for this grant is Paul Leistner, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve

work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: A cost accounting of any grant fund expenditures to fourteen sub-recipient organizations shall be made available to the City by June 30, 2010 and a final cost accounting submitted by January 31, 2011. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The grantee shall reimburse the City for any unexpended amount.

### III. PAYMENTS

- A. GRANTEE will receive its funding as follows: Grant funds come from the City General Fund. The CITY shall advance the GRANTEE the grant award of \$36,584 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the Grantee or any sub-grantees with whom the Grantee enters into agreements without prior written permission from the Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- D. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- E. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- F. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- G. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

### IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant

Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
  2. During the 30 day period, GRANTEE shall not spend unused grant funds.
  3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's

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

F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

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

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the

insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions



regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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 their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**W. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2010.

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**GRANTEE DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number (EIN) \_\_\_\_\_

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

Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Individual  Sole Proprietorship

Partnership  Corporation

Limited Liability Co (LLC)  Estate/Trust  Public Service Corp.

Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

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

Approved by the Grantee:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

\_\_\_\_\_  
Amalia Alarcón de Morris, Director

\_\_\_\_\_  
Date

Approved as to form

by City Attorney:

**APPROVED AS TO FORM SUBJECT TO INSURANCE APPROVAL**

*Amelia Menges*  
\_\_\_\_\_  
Office of City Attorney  
CITY ATTORNEY

*2/1/10*  
\_\_\_\_\_  
Date

Approved

by City Auditor:

\_\_\_\_\_  
Office of City Auditor

\_\_\_\_\_  
Date

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY") and Kenton Action Plan (dba "North Portland Community Works") ("GRANTEE") in an amount not to exceed \$21,479.

**RECITALS:**

The goal of the Neighborhood Small Grants Program is to provide neighborhood and community organizations with opportunities to expand their community-building capacity, attract new and diverse members and sustain those already involved. This program was adopted by the City Council as part of the FY 2009-10 ONI budget and is funded with a total of \$199,106 through City General Fund dollars.

To qualify for a neighborhood small grant, grant projects must build capacity in or build partnerships between neighborhood associations, community-based organizations, and/or such groups working specifically with underrepresented populations within a district coalition's area.

The Neighborhood Grants Program is administered through the seven neighborhood district coalitions and funded by the Office of Neighborhood Involvement.

The two City-administered neighborhood offices—East Portland Neighborhood Office and North Portland Neighborhood Services—administer their grant dollars and distribute funds to successful sub-grantees through their non-profit organizations, respectively East Portland Neighbors (EPN) and Kenton Action Plan (dba "North Portland Community Works" (NPCW)). This approach allows the CITY to enter into single grant agreements with these two non-profit organizations versus individual grant agreements with every one of the community organizations receiving a grant under the Neighborhood Small Grants Program.

The North Portland Neighborhood Services grant selection committee identified sixteen grant projects for funding in FY 09/10. The ONI FY 09/10 budget includes \$21,479 in funding for the Neighborhood Small Grants Program for North Portland. NPCW will retain \$1,449 of this funding to cover the costs of administering the program. EPN will disperse the remaining \$20,030 to the sixteen sub-grantees.

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

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

- A. Grants to be dispersed to sub-grantees: East Portland Neighbors will disperse funds to the Neighborhood Small Grant program sub-grantees listed below. The information below includes: receiving organization, project description, and amount awarded:

<p><b>St Johns Farmers Market</b> Purchase tent, tables, chairs for farmers market food demonstration booth. \$850</p>	<p><b>Kenton Neighborhood Association</b> Promote the new Kenton Business District with a one day celebration. \$750</p>
<p><b>St Johns + Art</b> Conduct 2 month-long temporary public art projects in downtown St Johns. \$1250</p>	<p><b>St Andrews Episcopal Church</b> Outreach and train workers to serve North Portland food pantry. \$325</p>
<p><b>Portland Fruit tree Project</b> Produce three events to encourage harvesting of yard fruit trees. \$955</p>	<p><b>University Park Neighborhood Assoc</b> Purchase movie projector for North Portland Events. \$2000</p>
<p><b>Open Meadow</b> Support student-parent cooperative program for at risk youth. \$1000</p>	<p><b>Homowo</b> Perform African dance and cultural education at 3 North Portland Schools. \$1800</p>
<p><b>npGREENWAY</b> Provide partial match funding to the funded npGREENWAY trail design. \$2000</p>	<p><b>Kenton Business Association</b> Revive Kenton Business Association through co-op activity. \$600</p>
<p><b>North Portland Community Works</b> Create a community sharing data base for North Portland neighborhoods. \$2000</p>	<p><b>Bridgeton Neighborhood Association</b> Produce neighborhood wide National Night Out Party to build community. \$650</p>
<p><b>North Portland Tool Library</b> Continue staffing the North Portland Tool Library. \$1600</p>	<p><b>Historic Kenton Firehouse Committee</b> Build Historic Firehouse kiosk to announce North Portland-wide events. \$2000</p>
<p><b>East Columbia Neighborhood Assoc</b> Restore deteriorating wetland in East Columbia. \$1500</p>	<p><b>Baltimore Woods</b> Purchase tent, tables, chairs for Baltimore Woods promotional events. \$750</p>

- B. Monitoring and Reports to be Provided: Each of the sub-grantees listed above shall be required to submit a project performance evaluation to the GRANTEE by January 31, 2011 that includes the following elements:

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

GRANTEE will provide copies of these sub-grantee performance evaluations and any digital photos or videos submitted to the CITY by February 28, 2011.

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events.
- B. Records: GRANTEE will maintain all records for the program.
- C. Grant Manager: The CITY Grant Manager for this grant is Paul Leistner, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: A cost accounting of any grant fund expenditures to fourteen sub-recipient organizations shall be made available to the City by June 30, 2010 and a final cost accounting submitted by January 31, 2011. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The grantee shall reimburse the City for any unexpended amount.

### III. PAYMENTS

- A. GRANTEE will receive its funding as follows: Grant funds come from the City General Fund. The CITY shall advance the GRANTEE the grant award of \$21,479 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. No funds under this Agreement may be used to purchase non-expendable personal property or equipment, either by the Grantee or any sub-grantees with whom the Grantee enters into agreements without prior written permission from the Project Manager. Funds may be used to pay for lease or rental costs of equipment, pro-rated to reflect the use of said equipment by City-funded programs.
- D. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- E. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- F. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- G. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

### IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
  - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
  3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder.



GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. **WORKERS' COMPENSATION INSURANCE.**

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

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

J. **LIABILITY INSURANCE.**

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.

- GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

- P. **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 their completion.
- Q. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. **INTEGRATION.** This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. **PROGRAM AND FISCAL MONITORING.** The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. **ELECTRONIC MEANS:** The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**W. TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2010.

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**GRANTEE DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number (EIN) \_\_\_\_\_

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

Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Individual  Sole Proprietorship

Partnership  Corporation

Limited Liability Co (LLC)  Estate/Trust  Public Service Corp.

Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

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

Approved by the Grantee:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Grant No \_\_\_\_\_  
Grant Title: \_\_\_\_\_

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

\_\_\_\_\_  
Amalia Alarcón de Morris, Director Date

Approved as to form  
by City Attorney **APPROVED AS TO FORM SUBJECT TO INSURANCE APPROVAL**

*Amelia Bengtson*  
\_\_\_\_\_  
Office of City Attorney Date 2/6/10  
CITY ATTORNEY

Approved .  
by City Auditor:

\_\_\_\_\_  
Office of City Auditor Date