

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and {INSERT NAME OF DISTRICT COALITION} (“DISTRICT COALITION” OR “GRANTEE”) in an amount not to exceed {INSERT AMOUNT AUTHORIZED BY COUNCIL}.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting a Graffiti Abatement Community Grant Program in the GRANTEE Coalition area. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their Neighborhoods and the City.

The goal of the program is to support community-driven improvement projects and community building opportunities with an emphasis on graffiti prevention, graffiti abatement and/or addressing locations chronically tagged with graffiti. Many projects may focus on community murals (development, implementation, repair), but the funds are also intended to be available for a broader range of improvement projects that prevent or abate graffiti and support ONI’s goals.

GRANTEE has demonstrated experience with effectively managing the Neighborhood Small Grants Program since 2006. This Graffiti Abatement Community Grant program may be more efficiently provided by partnering efforts for administration, marketing and selection with the existing grant program.

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. Administer and market the Graffiti Abatement Community Grant program (in coordination with ONI Graffiti Abatement Program),
- B. Recruit and coordinate a grant-making committee,
- C. Provide fiscal management of funds,
- D. Provide limited technical assistance with grant projects,
- E. Follow Criteria for Selection and Requirements established in their grant application form and consistent with the stated goals for the program, and
- F. Document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and

Exhibit A

copies of all final project evaluations and photographs or video in electronic format.

- G. GRANTEE may retain up to 15% of the funds for administration of the program.

II. ACTIONS TO BE TAKEN BY THE CITY

To assist the GRANTEE in carrying out its obligations, ONI shall administer this agreement in compliance with the City's administrative policies and procedures and provide the following support:

- A. Technical expertise relating to Graffiti Abatement including but not limited to: project ideas, identification or confirmation of chronically tagged properties, staff support for responding to questions from the community, and information or resources available for obtaining graffiti abatement materials.
- B. Support and technical assistance in reviewing proposals and/or participating on grant-making committee.
- C. Support for standard templates and forms for Criteria for Selection and Requirements and reporting.

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- B. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Grant Manager: The CITY Grant Manager for this grant is Amy Archer.
- D. Amendment. GRANTEE and the CITY, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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. The ONI Director or their designee is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the ONI Director or their designee before such changes are effective. Any other changes to the amount of the Grant must be approved by 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: Grantee will submit to the CITY Grant Manager a report at the

conclusion of the project. The Report will include:

1. Upon awarding of grants, GRANTEE shall provide documentation of determination of Graffiti Abatement Community Grant recipients including the following:
 - a. List of grant recipient organizations;
 - b. Title of the project;
 - c. Short project description (1-3 sentences);
 - d. Dollar amounts requested;
 - e. Dollar amounts awarded;
 - f. Estimated dollars to be leveraged;
 - g. Lead contact and their contact information;
 - h. Partner organizations (if any) and contact information; and
 - i. Identify organization type and project type
2. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Cover memo confirming completion of all small grant projects funded by the CITY.
 - b. Summary of highlights of project accomplishments
 - c. Copies of visual documentation and evaluation reports from their respective grant awardees.
 - d. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.

IV. PAYMENTS

- A. GRANTEE will receive its funding as follows:
 1. The CITY shall advance the GRANTEE the grant award upon execution of the grant agreement.
 2. Any additional funds approved for the purposes of the Graffiti Abatement Community Grants and incorporated through amendment may be distributed to GRANTEE at any time through the term of the grant agreement.

- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
- C. No Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. 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.
- E. 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.

V. 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 F 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

Exhibit A

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. 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.
- Q. 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.
- R. 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.

VI. 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, 2011.

Dated this _____ day of _____, 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 **APPROVED AS TO FORM**
by City Attorney:

Sonia Henry

CITY ATTORNEY Office of City Attorney Date
May 26, 2010

Approved
by City Auditor:

Office of City Auditor Date