

GRANT AGREEMENT NO. 32000220

A Grant Agreement between the CITY OF PORTLAND, OREGON (CITY) and the Oregon Health Career Center (GRANTEE) for after-school program services for children as approved by the Children's Investment Fund (CHIF) Allocation Committee.

RECITALS:

1. The voters passed the Children's Levy in November 2002, establishing the Children's Investment Fund to support early childhood education programs, child abuse prevention and intervention programs, and after school and mentoring programs to serve the children of the City of Portland.
2. The voters renewed the Children's Levy in November 2008 to continue supporting early childhood education, child abuse prevention/intervention, after-school and mentoring programs, and to begin funding programs that support children in foster care.
3. After a lengthy public input and application process, the Allocation Committee of the Children's Investment Fund approved proposals to provide services to children and their families residing in the City of Portland.
4. The CITY now desires to enter into a formal agreement with the GRANTEE regarding the terms and conditions of the grant for a period of three years with a possible renewal for an additional two years. The amount of the grant shall be \$251,500 (two hundred fifty one thousand five hundred dollars) in the three year period from the Children's Investment Fund to provide the services and reports set forth below.

AGREED:**I. The CITY Grant Manager**

The CITY Grant Manager shall be Lisa Pellegrino, CHIF Program Director, or such person as shall be designated in writing by the Commissioner of Public Affairs. The CITY Grant Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

II. Scope of Services

A. Description: GRANTEE shall provide after-school AKA Science program services to 1,272 duplicated children in grades K-8 annually. All services shall be delivered at school sites and GRANTEE shall provide program services at predominantly low income schools. Program curriculum shall be focused on earth/environmental science, chemistry, biology, anatomy and physics and shall include experiment kits for all lessons.

B. Service Goals: GRANTEE shall offer the service components to the number of people in the amounts specified in the table below.

Service Offered	Number Served (Annual Goal)	Service Hours Offered	Days per week offered	Weeks per year or school year
After-school science classes	1,272 duplicated	106 classes offered per year at 8 hours per class; 848 hours per year	1 day per week	8 weeks per class

III. Participation Reporting, Outcome Goals and Outcome Reporting

A. Participation Reporting: The GRANTEE shall report on participation levels of all youth who register or enroll in the program or program components described herein as follows:

- Total duplicated children served during the contract year (July 1 – June 30).
- Total unduplicated children served during the contract year.
- Number and percent of total unduplicated children served who enrolled in one class, two classes and 3 or more classes during the contract year.
- Number and percent of total duplicated children served who attended 75% [6 of 8 class sessions] of the class sessions for the classes in which they were enrolled.
- Number and percent of total duplicated children served who attended 25% of class sessions for the classes in which they were enrolled.
- Number of children who enrolled in the program during one school year and enrolled in the program during the following school year.
- Average or median number of hours of science classes attended by program participants.

B. Outcome Goals. The GRANTEE agrees to provide services toward the goal of achieving the following outcomes on an annual basis:

- 60% of program participants demonstrate a positive or improved attitude toward school as measured by pre and post surveys.
- 75% of program participants demonstrate a positive or improved attitude toward science as measured by pre and post surveys.
- 75% of program participants demonstrate increased knowledge of science concepts as measured by pre and post surveys.

C. Participation Information and Participation Floor for Outcome Tracking.

GRANTEE shall report the outcome data described in Paragraph III. (B) above for all program participants who attend at least 75% of class sessions for the classes in which they enrolled during the contract year (July 1 through June 30).

- D. Other Evaluation.** The GRANTEE may be required to participate in an external evaluation or conduct additional internal program evaluations as designated by the Grant Manager or other designated persons. The GRANTEE shall continue any existing internal program evaluation efforts. GRANTEE shall make internal evaluation information available to CHIF upon written request.

IV. Program and Fiscal Reporting, Grant Payment and Monitoring

- A. Advances.** Upon the GRANTEE's request, GRANTEE may be advanced up to one-quarter of the total annual budget within a reasonable time after execution of this Grant Agreement. Advances shall be recovered in the quarterly payment immediately following receipt of the advance. GRANTEE may request additional quarterly advances of up to one-quarter of the annual budget and each advance shall be recovered in the quarterly payment immediately following receipt of the advance.

- B. Quarterly Invoices and Expense Reports.** The GRANTEE shall submit quarterly Invoice and Expense Reports in forms determined by the Grant Manager or other designated persons. CHIF will reimburse actual expenses minus any outstanding advance on a quarterly basis. Quarterly invoices and expense reports are due on the following dates, or the next business day following the specified dates:

- October 31
- January 31
- April 30
- July 15

- C. Biannual Progress Reports.** GRANTEE shall submit biannual progress reports in a form to be determined by the Grant Manager or other designated persons. Progress reports shall contain information on recruitment, referral and outreach activities, number of youth served, intensity and duration of service, types of services received, and staff turnover. Progress reports are due on the following dates, or the next business day following the specified dates:

- January 31
- July 31

- D. Annual Demographic Reports.** The GRANTEE shall submit an annual Demographic Report in a form determined by the Grant Manager, or other

designated person, that contains information on the gender, race/ethnicity, residence, age, primary language and socioeconomic status on the beneficiaries of the GRANTEE'S program. The annual Demographic report is due on July 31 or the next business day.

E. Annual Outcome Report. GRANTEE shall complete an annual Outcome Report in a form to be determined by the Grant Manager or other designated persons. The annual Outcome Report is due on July 31 or the next business day. The annual Outcome Report shall include, but is not limited to, the following information:

- Participation rates of enrolled children;
- Data collection methods;
- Program results as compared to outcome goals;
- Analysis of program results.

Failure to submit the required reports on the specified due dates without a prior written extension from the Grant Manager will result in a penalty calculated as follows: a reduction in payment on the current or next due invoice of 3% of the invoice total. If the GRANTEE fails to submit the reports described above, no further grant payments will be forthcoming from the CITY.

F. Participant Lists. GRANTEE shall submit a list of all participants who have met the participation floor specified in Paragraph III (c) above by July 15. GRANTEE shall make every effort to obtain the electronic student identification system (ESIS) number for each participant in the program and shall submit such information in the list of participants.

G. Other Evaluation Reports. Upon request, the GRANTEE shall also provide the Grant Manager or other designated persons with copies of all monitoring and evaluation reports related to the CITY funded program, prepared by the GRANTEE at the request of other funders.

H. Return of Grant Funds. If for any reason the GRANTEE receives a grant payment under this Grant Agreement and does not provide the above described services in accordance with this Grant Agreement or expends CITY funds for expenses not expressly delineated in the Contract Budget, Exhibit A, the CITY shall at its option either reduce the GRANTEE'S next quarterly grant payment, or require the GRANTEE to immediately refund to the CITY the amount improperly expended or received by the GRANTEE.

Any grant funds that were not expended by the GRANTEE during the contract term belong to the City, and their use shall be determined by the Grant Manager, in writing. If the Grant Manager or other designated persons do not agree in writing to allow the GRANTEE to use unexpended grant funds, the GRANTEE must immediately refund the CITY any unused grant funds.

- I. **Prohibited Expenses.** No grant payments under this Agreement may be used for the following items: phone systems, or other significant office equipment; fundraising expenses; fees or dues to a statewide, national, or international organization; depreciation on buildings or equipment; interest payments; or out of town travel expenses that are unreasonable or unnecessary for the funded services to be provided by the GRANTEE.
- J. **Payment Terms.** The CITY will pay invoices within 15 days of receipt of the required reports.
- K. **Monitoring.** The CITY shall monitor on a regular basis to assure Grant Agreement compliance. Such monitoring includes, but is not limited to the reports described above, site visits, and interviews, and may cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Grant Manager or other designated persons.
- L. **Acknowledgement of Funder:** If GRANTEE prepares annual reports on the organization in the regular course of its operations, GRANTEE shall submit a copy of such reports to the Grant Manager.

Beginning January 1, 2010, GRANTEE shall list CHIF as a program funder in its annual report and in all related electronic and print materials in which a list of funders is included. CHIF shall supply GRANTEE with an electronic copy of its logo and GRANTEE shall use the CHIF logo where applicable in electronic and print materials. Failure to acknowledge CHIF as a funder in an annual report shall result in a reduction in payment totaling 1% of the applicable annual budget on the invoice submitted by GRANTEE in the quarter in which CHIF staff notifies GRANTEE of the omission.

V. **General Grant Provisions**

- A. **Termination for Cause.** If, through any cause, the GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if the 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 the GRANTEE of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and the 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.

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- 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, the GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination.

- C. **Remedies.** In the event of termination under Section A of this provision by the CITY due to a breach by the GRANTEE, the CITY may complete the work either itself or by agreement with another grantee, or by a combination thereof. The GRANTEE must refund to the CITY any grant payments not expended or committed to be expended by the date of the written notice of termination of this Grant Agreement.

In the event of termination under Section A, the CITY shall provide the GRANTEE an opportunity for an administrative appeal to the Allocation Committee.

- D. **Changes.** The CITY may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the GRANTEE'S award, shall be incorporated in written amendments to this Grant Agreement before they become effective. Any changes to the Scope of Services or the grant budget must be requested in writing by GRANTEE and approved, in writing, by the Grant Manager or other designated persons.

- E. **Non-Discrimination.** In carrying out activities under this Grant Agreement, the GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The GRANTEE shall take actions to ensure 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 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. The 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. The GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The 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.

The GRANTEE agrees it will not discriminate on the basis of race, Religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income in regard to the use of grant funds.

- F. **Access to Records.** The 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 the GRANTEE that are related to this Grant Agreement or the GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by the GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- G. **Maintenance of Records.** The GRANTEE shall maintain records on a current basis to support its billings to the 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 the GRANTEE regarding its billings or its work hereunder. The GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

The 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 Grant Manager or other designated persons, upon request.

All staff positions paid for with CITY funds are required to maintain time records indicating the number of hours worked on CITY-funded programs.

Additionally, the GRANTEE shall require all of its contractors to maintain similar records and make them available, upon request, to the Grant Manager or other designated persons. Records of GRANTEE'S contractors may also be reviewed as part of the annual monitoring process.

- H. **Audit.** The CITY, either directly or through a designated representative, may audit the records of the GRANTEE at any time during the four year period established by Section G above.

If an audit discloses that payments to the GRANTEE were in excess of the amount to which the GRANTEE was entitled, then the GRANTEE shall repay the amount of the excess to the CITY.

I. **Indemnification.** The 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 the GRANTEE'S work or any of the GRANTEE'S contractors work under this Grant Agreement.

J. **Worker's Compensation Insurance.**

- (1) The 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. The GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- (2) In the event the GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, the 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 the GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance and renewals of said insurance.

K. **Liability Insurance.**

- (1) Prior to beginning any work under this grant and prior to the disbursement of any funds, GRANTEE shall acquire and 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) The 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 the GRANTEE is a public body, the GRANTEE may furnish a declaration that the 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 Contractors and Assignment.** If the GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, the 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, the GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the GRANTEE hereunder. The GRANTEE agrees that if the GRANTEE'S contractors are employed in the performance of this Grant Agreement, the GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The 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. The GRANTEE'S contractors shall be responsible for adhering to all local, state and federal laws and regulations.

M. **Independent Status of Grantee.** The GRANTEE is independent of the CITY, and the GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The 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.

N. **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 the GRANTEE during the period of the Grant Agreement.

- O. **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 the 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.

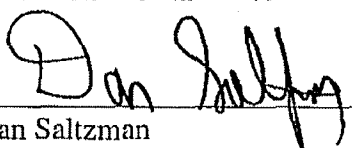
- P. **Compliance with Laws.** In connection with its activities under this Grant Agreement, the GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- Q. **Independent Financial Audits/Reviews.** GRANTEE shall obtain an independent audit of GRANTEE's financial statements for the fiscal year that includes June 30, 2010. GRANTEE shall submit a copy of the independent audit to the Grant Manager within thirty days of completion.
- R. **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.
- S. **Integration.** This agreement contains the entire agreement between the CITY and the GRANTEE and supercedes 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.

VI. Period of Agreement

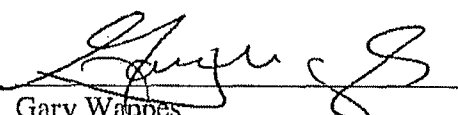
The terms of this Agreement shall be effective as of July 1, 2009, and shall remain in effect during any period for which the GRANTEE has received CITY funds. Work by the GRANTEE shall terminate as of June 30, 2012.

Dated this 29 day of Sept., 2009.

CITY OF PORTLAND


Dan Saltzman
Commissioner of Public Affairs

OREGON HEALTH CAREER CENTER


Gary Wappes
President and CEO

APPROVED AS TO FORM:**APPROVED AS TO FORM**


Linda Meng
CITY ATTORNEY

GRANT AGREEMENT NO.

A Grant Agreement between the CITY OF PORTLAND, OREGON (CITY) and IMPACT NW (GRANTEE) for after-school program services for children as approved by the Portland Children's Levy Allocation Committee.

RECITALS:

1. Whereas the voters passed the Children's Levy in November 2002 to support early childhood education programs, child abuse prevention and intervention programs, and after school and mentoring programs to serve the children of the City of Portland.
2. Whereas the voters renewed the Children's Levy in November 2008 to continue supporting early childhood education, child abuse prevention/intervention, after-school and mentoring programs, and to begin funding programs that support children in foster care.
3. Whereas after a lengthy public input and application process, the Allocation Committee of the Children's Investment Fund approved proposals to provide services to children and their families residing in the City of Portland.
4. Whereas the CITY entered into Grant Agreement No. 32000220 with Oregon Health Career Center on July 1, 2009 to provide the aka Science after-school program to youth in the City of Portland.
5. Whereas the Oregon Health Career Center has dissolved and terminated Grant Agreement No. 32000220 with the City effective June 30, 2011.
6. Whereas the CITY seeks to continue offering the aka Science after school program to youth in the City of Portland under similar terms and conditions as Grant Agreement No. 32000220.
7. Whereas the CITY now desires to enter into a formal agreement with the GRANTEE to provide the aka Science after-school program for a period of one year with a possible renewal for an additional two years. The amount of the grant shall be \$81,918 (eighty one thousand, nine hundred and eighteen dollars) in the one year period from CITY to provide the services and reports set forth below.

AGREED:

I. The CITY Grant Manager

The CITY Grant Manager shall be Lisa Pellegrino, Program Director, or such person as shall be designated in writing by the Commissioner of Public Affairs. The CITY Grant Manager is authorized to approve work and billings hereunder, to give notices referred to

herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

II. Scope of Services

A. Description: GRANTEE shall provide after-school AKA Science program services to 800 duplicated children in grades K-8 annually. All services shall be delivered at school sites and GRANTEE shall provide program services at predominantly low income schools. Program curriculum shall be focused on earth/environmental science, chemistry, biology, anatomy and physics and shall include experiment kits for all lessons.

B. Service Goals: GRANTEE shall offer the service components to the number of people in the amounts specified in the table below.

Service Offered	Number Served (Annual Goal)	Service Hours Offered	Days per week offered	Weeks per year or school year
After-school science classes	800 duplicated	70 classes offered per year at 7.5 hours per class; 525 hours per year	1 day per week	8 weeks per class

III. Participation Reporting, Outcome Goals and Outcome Reporting

A. Participation Reporting: The GRANTEE shall report on participation levels of all youth who register or enroll in the program or program components described herein as follows:

- Total duplicated children served during the contract year (July 1 – June 30).
- Total unduplicated children served during the contract year.
- Number and percent of total unduplicated children served who enrolled in one class, two classes and 3 or more classes during the contract year.
- Number and percent of total duplicated children served who attended 75% [6 of 8 class sessions] of the class sessions for the classes in which they were enrolled.
- Number and percent of total duplicated children served who attended 25% of class sessions for the classes in which they were enrolled.
- Number of children who enrolled in the program during one school year and enrolled in the program during the following school year.

- Average or median number of hours of science classes attended by program participants.
- B. Outcome Goals.** The GRANTEE agrees to provide services toward the goal of achieving the following outcomes on an annual basis:
- 60% of program participants demonstrate a positive or improved attitude toward school as measured by pre and post surveys.
 - 70% of program participants demonstrate a positive or improved attitude toward science as measured by pre and post surveys.
 - 70% of program participants demonstrate increased knowledge of science concepts as measured by pre and post surveys.
- C. Participation Information and Participation Floor for Outcome Tracking.** GRANTEE shall report the outcome data described in Paragraph III. (B) above for all program participants who attend at least 75% of class sessions for the classes in which they enrolled during the contract year (July 1 through June 30).
- D. Other Evaluation.** The GRANTEE may be required to participate in an external evaluation or conduct additional internal program evaluations as designated by the Grant Manager or other designated persons. The GRANTEE shall continue any existing internal program evaluation efforts. GRANTEE shall make internal evaluation information available to CHIF upon written request.

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- Participation rates of enrolled children;
 - Data collection methods;
 - Program results as compared to outcome goals;
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- Failure to submit the required reports on the specified due dates without a prior written extension from the Grant Manager will result in a penalty calculated as follows: a reduction in payment on the current or next due invoice of 3% of the invoice total. If the GRANTEE fails to submit the reports described above, no further grant payments will be forthcoming from the CITY.**
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- A. **Termination for Cause.** If, through any cause, the GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if the 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 the GRANTEE of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and the 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, the GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination.

- C. **Remedies.** In the event of termination under Section A of this provision by the CITY due to a breach by the GRANTEE, the CITY may complete the work either itself or by agreement with another grantee, or by a combination thereof. The GRANTEE must refund to the CITY any grant payments not expended or committed to be expended by the date of the written notice of termination of this Grant Agreement.

In the event of termination under Section A, the CITY shall provide the GRANTEE an opportunity for an administrative appeal to the Allocation Committee.

- D. **Changes.** The CITY may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the GRANTEE'S award, shall be incorporated in written amendments to this Grant Agreement before they become effective. Any changes to the Scope of Services or the grant budget must be requested in writing by GRANTEE and approved, in writing, by the Grant Manager or other designated persons.
- E. **Non-Discrimination.** In carrying out activities under this Grant Agreement, the GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The GRANTEE shall take actions to ensure 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 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. The 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. The GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The 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.

The GRANTEE agrees it will not discriminate on the basis of race, Religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income in regard to the use of grant funds.

- F. **Access to Records.** The 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 the GRANTEE that are related to this Grant Agreement or the GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by the GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- G. **Maintenance of Records.** The GRANTEE shall maintain records on a current basis to support its billings to the 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 the GRANTEE regarding its billings or its work hereunder. The GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

The 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 Grant Manager or other designated persons, upon request.

All staff positions paid for with CITY funds are required to maintain time records indicating the number of hours worked on CITY-funded programs.

Additionally, the GRANTEE shall require all of its contractors to maintain similar records and make them available, upon request, to the Grant Manager or other designated persons. Records of GRANTEE'S contractors may also be reviewed as part of the annual monitoring process.

- H. **Audit.** The CITY, either directly or through a designated representative, may audit the records of the GRANTEE at any time during the four year period established by Section G above.

If an audit discloses that payments to the GRANTEE were in excess of the amount to which the GRANTEE was entitled, then the GRANTEE shall repay the amount of the excess to the CITY.

- I. **Indemnification.** The 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 the GRANTEE'S work or any of the GRANTEE'S contractors work under this Grant Agreement.

- J. **Worker's Compensation Insurance.**

- (1) The 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. The GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- (2) In the event the GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, the 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 the GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance and renewals of said insurance.

- K. **Liability Insurance.**

- (1) Prior to beginning any work under this grant and prior to the disbursement of any funds, GRANTEE shall acquire and 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) The 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 the GRANTEE is a public body, the GRANTEE may furnish a declaration that the 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 Contractors and Assignment.** If the GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, the 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, the GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the GRANTEE hereunder. The GRANTEE agrees that if the GRANTEE'S contractors are employed in the performance of this Grant Agreement, the GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The 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. The GRANTEE'S contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- M. **Independent Status of Grantee.** The GRANTEE is independent of the CITY, and the GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The 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.

- N. **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 the GRANTEE during the period of the Grant Agreement.

- O. **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 the 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.

- P. **Compliance with Laws.** In connection with its activities under this Grant Agreement, the GRANTEE shall comply with all applicable federal, state, and local laws and regulations.

- Q. **Independent Financial Audits/Reviews.** GRANTEE shall obtain an independent audit of GRANTEE's financial statements for the fiscal year that includes June 30, 2010. GRANTEE shall submit a copy of the independent audit to the Grant Manager within thirty days of completion.

- R. **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.

- S. **Integration.** This agreement contains the entire agreement between the CITY and the GRANTEE and supercedes 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.

VI. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 2011, and shall remain in effect during any period for which the GRANTEE has received CITY funds. Work by the GRANTEE shall terminate as of June 30, 2012.

Dated this ___ day of _____ 2011.

CITY OF PORTLAND

IMPACT NW

Dan Saltzman
Commissioner of Public Affairs

Susan Stoltenberg
Executive Director

APPROVED AS TO FORM:

Linda Meng, CITY Attorney