

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY OR "GRANTOR") and the Multnomah County Department of Community and Family Services Schools Uniting Neighborhood initiative ("GRANTEE") in an amount not to exceed \$100,000. This agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

Whereas, the city of Portland recognizes that the city's future economic and social well-being are dependent on ensuring a strong educational foundation for all our city's youth; and

Whereas the City of Portland is concerned about the number of students dropping out of high school, with only 53%-64% of local students graduating on time; and

Whereas involving families as decision-makers, volunteers, and participants in activities with their children and other adults is vital to success; and

Whereas the City recognizes that SUN Community Schools embraces the principle of involving and working together with everybody in the community and SUN Community Schools is the central element in the County's SUN Service System of youth and family development; and

Whereas David Douglas High School is the only high-poverty index school in the region without a SUN program;

AGREED:

I. ACTIONS TAKEN BY THE GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To spend said funds to start a Schools Uniting Neighborhoods system at David Douglas High School with the expectation that the community will receive the following services 1) Academic Support and Skill Development, 2) Family Engagement and Involvement, 3) Community and Business Involvement, 4) Service Integration, 5) Site management and providing services and activities.

Specific outcomes for 2012-2013 include:

- A. The agency will collaboratively manage SUN Community School Services with the school This includes:

- a. Conducting the hiring process of the SUN CS Site Manager jointly with the school principal and appropriate SUN advisory committee members and/or partners.
 - b. Agency, together with the established advisory group(s), the School, and other participants, will develop a job description outlining the responsibilities and roles of the SUN CS Site Manager.
 - c. The focus of the Site Manager role is on coordinating a system to ensure access to County-funded and community human and health services.
- B. SUN CS site managers work collaboratively with the principal and the advisory body to use local needs assessment to establish a SUN CS Annual Plan and budget.
- a. The plan should be a comprehensive aligned service system that addresses the unique needs of the school site and supports the school improvement plan.
 - b. The school principal shall have the final decision to what services will be provided in the school
 - c. The principal and advisory committee will sign off on the final annual plan and have access to the budget.
- C. Extended-day activities are required to emphasize academic support over enrichment activities.
- a. At least one-third (1/3) of extended-day activities offered for youth must be academically focused
 - b. Thirty (30) minutes per program day of homework assistance or other academic support appropriate to the age level is required at the site
- D. The agency will ensure that the following functions are fulfilled as part of the SUN CS effort:
- a. Advisory, Operating: handling day to day operations of SUN CS, typically the principal lead agency supervisor and co-manager. Efforts must engage members form teachers, youth, parents and family members, and community members.
 - b. Student support: fostering communication between various services to collaborate in supporting specific students and families
 - c. Partner Coordination: linking all service program partners for coordination and information sharing purposes. The site manager is expected to connect with all school-based and school-linked service and program partners in that school for coordination and information sharing purposes.
 - d. Service Access/Information Referral: The SUN CS Site manager will provide a wide range of social, mental, and health services and/or link students and families with resources such as School-Based Health Clinics, Immunization and Regional Service Centers that can provide these services.
- E. SUN CS services are expected to involve youth in meaningful ways in advisory and implementation roles, such as through the formation of a SUN Youth Advisory Committee.

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- F. The agency must collect and maintain school district-approved Release of Information from parents/guardians for all enrolled students involved in extended-day activities.
- G. The agency must ensure that all staff that obtain or learn confidential information while providing SUN CS services not disclose this information to third parties unless the Release of Information from the parent/guardian has been obtained.
- H. The agency must include the following information in its registration form: name, dates of birth, gender, ethnicity (using the designated options from the ServicePoint), grade, address, emergency contact information, behavioral language, SUN required yearly release of information and any additional partner release of information language.
- I. The agency must adopt and implement behavioral expectations and discipline protocols that represent best practice and share such expectations and protocols with parent(s) and/or guardian(s) at the time of registration, prior to participation. (This includes using the County-required behavioral language in all registration materials.
- J. The agency must comply with any criminal records check and fingerprinting requirements as stipulated by the School District(s). If the District(s) stipulate changes, the agency will implement changes immediately and have two months to come into total compliance with requirement.
- K. The agency must ensure for any program operating under the auspices of SUN Community Schools in the school that the program is in compliance with the District's Criminal History Verification requirements, Verification will be done at the program's expense for all employees who will have unsupervised contact with students as a result of the provision of services as part of SUN CS. Agencies are encouraged to develop Memoranda of Understanding with partners that include this requirement.
- L. The agency will provide the following information to the school principal at the beginning of each session of programming (unless the timing is otherwise specified): access to Releases of information forms, a list of registered students with schedules, and a list of instructors' schedules. Information will be shared in a timeline and manner agreed upon by both parties.
- M. The agency is to follow the Community Use of Buildings Guidelines for their district when scheduling the use of district buildings.
- N. At each SUN CS site, a Safety Plan is to be in place prior to the start of programming.
- a. A Safety Notebook is to be developed and maintained. The notebook should be kept in a designated location and made available to the School, District, and/or SUN SS upon request.
 - b. Contents of the notebook are to include: emergency procedures, staff and partner information, and student behavior expectation information so that someone can back up the site manager as necessary in an emergency. An outline for a safety plan is included in the SUN CS Orientation Manual.

- O. SUN CS must comply with the SUN CS PR Standards established by the City and County, including using all required logos and tagline in any outreach or marketing materials. Contact SUN SS PDS staff for a copy of the Standards.
- P. In the event of a furlough of more than 2 weeks in any of the County's school districts, the agency will work with SCHOOL, parents and community to identify needs during the furlough time. SUN CS furlough activities and services are to reflect the identified community priorities with a focus on providing safe places for children. During the furlough period, agency SUN CS staff will provide a reasonable level of direct programming either through coordinating activities themselves or contributing to a partnership effort. The level of programming will be related to the resources available within the contract. The agency will develop furlough plan according to direction from SUN SS.
- Q. SUN CS Program Supervisors are expected to attend all SUN CS Program Supervisor meetings and SUN CS Site Managers are expected to attend all SUN CS Site Manager meetings. Representatives at network meetings have the responsibility and authority to update the County on agency's activities that have an impact on the SUN Community School services.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Grantee must list the City as its partner and include The City of Portland logo on website and external materials.
- B. Records: Grantee will maintain all records for the program. All records regarding the program, 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 Grant Manager for this grant is Kali Ladd, City of Portland.
- D. Amendment. The Grant Manager 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 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: Grantee will submit to the Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. Status of deliverables
 - 2. Outline of projected impact
 - 3. Next steps

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: Initial funds for transition.
- 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 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.
- 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.

IV. GENERAL 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.
- B. 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.
- C. During the 30 day period, GRANTEE shall not spend unused grant funds.
- D. 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.
- E. **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.

- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **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.
- K. **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.
- L. **INSURANCE.**

- a. 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.
 - b. 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 a renewals of said insurance occur.
 - c. **LIABILITY INSURANCE:** 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.
 - d. 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.
- M. 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.

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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 Grant Manager within thirty days of their completion.
- S. 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.
- T. 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.

- U. 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.
- V. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- W. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- X. 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.

V. 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.

Dated this _____ day of 2012.

CITY OF PORTLAND

GRANTEE

Name: Sam Adams
Title: Mayor, City of Portland

Name:
Title:

APPROVED AS TO FORM:

City Attorney, City of Portland