

AMENDMENT NO. 1
CONTRACT NO. 32000835

FOR
Central City Concern

Pursuant to Ordinance No. _____

This Contract was made and entered into by and between Central City Concern, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Additional compensation is necessary and shall not exceed \$250,987.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

Central City Concern

Katherine A. Ellis

Date: 12/20/12

Name: ~~Ed Blackburn~~ Katherine Ellis
Title: ~~Executive Director~~ CFO
Address: 232 NW 6th Ave., Portland, OR 97209
Telephone: (503) 294-1681

Contract No. 32000835

Amendment/Change Order No. 1

Contract Title: Grant Agreement – Service Coordination Team 2012-2013

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Office of City Attorney

Date: 1/7/13

CITY ATTORNEY

GRANT AGREEMENT NO.

32000835

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and CENTRAL CITY CONCERN (CCC OR "GRANTEE") in an amount not to exceed \$637,559 to fund treatment readiness and transitional housing for the City's Service Coordination Team (SCT), and approves a carry-over not to exceed \$30,000 from the FY 2011-12 grant appropriation to pay for a Barrier Reduction Fund.

Funds for the grant agreement are part of an existing, one-time, General Fund appropriation for the HRR program in the FY 2012-13 Budget and are sufficient to fund the program for 8 months. It is possible that additional funds will be allocated to the SCT budget during the City's FY 2012-13 Fall Budget Monitoring Process to allow for an additional 4 months of service provision. At that time this contract may be amended to reflect the full amount.

The parties will renegotiate service levels depending on changes to funding levels for this agreement that may arise from the City's Fall Budget Monitoring Process.

RECITALS:

1. The provision of treatment readiness services, transitional housing for those enrolled in services, and follow-up retention support services to chronic arrestees with chemical dependency issues is a strategy to reduce nuisance crimes and chronic arrests through the transition of those individuals into treatment.
2. Provision of those services is an element of the Housing Rapid Response (HRR) program, which meets goals and objectives of the City and the Police Bureau.
3. Central City Concern (CCC) has successfully provided these services for chronic arrestee homeless adults as part of the HRR program.
4. The Police Bureau desires to enter into a grant agreement with CCC to continue to provide treatment readiness services, transitional housing for those enrolled in services and home-based retention services for homeless single adults with chemical dependency issues.
5. Carry-over funds, not to exceed \$30,000, are a result of personnel cost savings during FY 2011-12, and will be used to fund a Barrier Reduction Fund for FY 2012-13. This fund will help pay for items that prevent SCT graduates from obtaining permanent housing. Examples of this include: eliminating debt from a past obligation, such a balance owed on a utility bill; providing a security deposit or move-in fee; or providing some level of rental assistance not covered by a housing voucher or other form of rental assistance. There will be a complete accounting of all funds spent and under no circumstances will any funds be given to SCT clients directly.

Existing funds for the grant agreement are part of an existing, one-time, General Fund appropriation for the HRR program in the FY 2012-13 Budget

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:

AUTHORITY

The provision of services and treatment, including Alcohol and Drug Free Communities and Treatment Readiness Programs, is a major goal of the City of Portland and part of the City of Portland Consolidated Plan. The City has General funds that can be used to support services and treatment programs for persons who are chronic arrestees

The terms of this Agreement shall be effective as of July 1, 2012 and shall remain in effect during any period the GRANTEE has control over City funds, including program income. The Agreement shall terminate as of June 30, 2013, unless otherwise amended and extended.

The obligations and duties of this Agreement shall be binding on the GRANTEE during any period the GRANTEE has control of funds or program income under this Agreement, or during any period relative to any project funded under this Agreement.

SCOPE OF SERVICES

The CCC HRR program will provide Treatment Readiness and Alcohol and Drug Free Community programming for chronic arrestees identified by the Service Coordination Team, Neighborhood Livability Crime Enforcement Program, (NLCEP) or the Multnomah County Department of Community Justice, Probation and Parole (MCDJCJ) who may have a combination of diagnoses including chemical dependency, mental illness, cognitive disabilities, physical disabilities, and/or chronic medical conditions. They may have failed in traditional treatment models and will likely have cycled through various homeless and social service resources in the community. Chronic arrestees are identified through NLCEP guidelines, SCT or the MCDJCJ established criteria. The HRR program provides quick access into program units operated by CCC, permanent housing placement and retention support (including financial assistance). GRANTEE will conduct and coordinate liaison focused outreach with local law enforcement, primarily the Service Coordination Team within the Portland Police Bureau, but including the Multnomah County Sheriff's office.

Treatment readiness units are only accessible to clients enrolled and who continue to participate in the HRR treatment readiness program. Treatment readiness is a specialized type of outpatient chemical dependency treatment that utilizes motivational interviewing and Stages of Change to prepare clients for entering inpatient treatment or other programming. Participants in Treatment Readiness will not be required by CCC staff to be clean and sober, however they will be required to participate in treatment readiness. There will be clients who will be mandated to treatment by a probation/parole officer, which typically will require those individuals to participate in treatment and maintain their sobriety. Should those individuals fail to maintain sobriety, a supportive housing unit will be provided for them until which time they are re-admitted to treatment. CCC staff will evaluate each participant to identify needs and make recommendations on clients' motivation for treatment/stage of change and will actively encourage and support clients to engage in an appropriate level of services. Intensive Case Management services and on site groups and activities may be

required of participants in order to actively promote engagement in chemical dependency, mental health, medical or other identified appropriate treatment and pre-engagement support.

The GRANTEE will provide the following services:

- A. Provide designated staff to offer direct coordination between CCC's programs and referring entities.
 - 1) Participants in CCC programs will be referred via the NLCEP list, MCDCJ referrals and the SCT.
 - 2) CCC has final authority to accept or reject clients referred.
- B. Provide timely and appropriate communication with designated program staff to support attainment of project goals and success of project participants. Communication expectations include:
 - 1) Consistent and regular attendance and involvement at the SCT meetings (currently held weekly).
 - 2) Coordinating referrals to support timely decisions on service delivery and placement into CCC operated program units.
 - 3) Client planning at entry, transitions between services and partner programs, and exit from program. This will include working with each participant and partner staff to determine whether the best initial placement is into Treatment Readiness or Alcohol and Drug Free transitional units, inpatient residential treatment, or VOA operated outpatient/shelter service. On occasion, depending on the individual client, permanent housing will be considered as an initial placement with approval by the SCT Program Manager.
 - 4) Prompt notification of acceptance/denial of participants to SCT partners.
 - 5) Notification of placement timeline into CCC program units, with the goal that placement occurs 1-3 days after acceptance into the program when a unit is available.
 - 6) Prompt notification of all participant exits from CCC program, including involuntary and voluntary terminations, and successful transitions into permanent housing. Notification to SCT within 24 hours of all involuntary participant (staff initiated) exits from CCC program. CCC staff will follow written program policies and grievance procedures when initiating termination from program units. Successful transitions from units or room abandonment will be reported to the SCT during regularly scheduled weekly meetings (or within 5 work days if no meeting is held).
 - 7) Before any modification to a client's occupancy at CCC Treatment Readiness program due to a client's misbehavior or a violation of CCC rules, CCC staff will make a reasonable attempt to include the SCT Program Manager in the intervention process.
 - 8) Timely communication on individual participant issues as appropriate to support successful engagement and stability.
 - 9) Timely communication with chemical dependency treatment providers including SCT partner agency, VOA.
 - 10) CCC staff are required to call 911 for police, fire, medical emergencies related to SCT clients. When appropriate, CCC staff will contact the SCT

Program Manager (or his designee) to report all other criminal activity related to SCT clients. CCC staff will use discretion in determining whether to make an immediate notification to the SCT Program Manager, or to wait until the regularly scheduled SCT weekly meeting. Prompt notification will be made to individual participants Parole or Probation officer as required related to that individual's terms of parole/probation.

- 11) Provide an up to date, weekly list of clients in program, including name and room number. The current list will also be made available at any time upon request.
 - 12) Recognize that PPB SCT liaison officers have the authority to access the common areas, defined as the lobby and hallways, of the program units located in Central City Concern Treatment Readiness Housing.
- C. Provision of at least 48 units of Treatment Readiness and Alcohol and Drug Free units in the HRR program operated by CCC as needed in order to provide timely placement and successfully transition into permanent housing. CCC will provide three programs to participate in, Treatment Readiness, Alcohol and Drug Free Community and NISA Women's Program, with consideration of requirements of program participants set forth by the District Attorney's Office, Parole and Probation Department and other law enforcement guidelines. Average stays in program units will range from 4-12 months but will be individually determined. Basic furnishings and linens will be provided.
- 1) Treatment Readiness: This program will be operated in a low barrier model, where sobriety will not be required, unless mandated by terms of parole/probation. Possession of illegal drugs and illegal drug paraphernalia will not be tolerated and will be reported to the SCT Program Manager (or his designee) who will determine the appropriate response. 18 Treatment Readiness units will be in operation at all times. Units will be located within Central City Housing
 - 2) Alcohol and Drug Free Community: This HRR program will require sobriety upon entry. Those who relapse may be placed in other units and may apply for re-placement in the ADFC units in the future. It is expected that up to 25 ADFC units will be in operation. Units will be located at the Estate Hotel.
 - 3) NISA Women's Program: This program requires sobriety at entry and adherence to program requirements throughout the duration of the program. 5 units will be made available. Units will be available within Central City Housing.
 - 4) Any changes to the number or mix of units within these 3 locations will need to be agreed to in writing by the SCT Program Manager, in consultation with the SCT.
- D. Provision of community based Intensive Case Management Services which includes: street outreach and engagement, low barrier services, intensive case management, flexible approaches tailored to individual needs, and access to mainstream supportive services using motivational interviewing and stages of change, with client driven services. The CCC staff will provide clinical services to participants, both individual

and group focused, utilizing evidenced based practices supporting a stages of change model of engagement and recovery. Coordinate service provision activities with other community organizations as appropriate and desired by individual participants.

- 1) Medical and psychiatric services will be made available by GRANTEE (Old Town Clinic) to all participants.
- E. Assign a CCC lead staff who will be responsible for linkage and service coordination activities in partnership with the SCT chemical dependency service providers. This includes tracking of placements, individual entry and exits within HRR and all HRR completions within CCC or other partner agencies.
- F. Meet legal standards and guidelines for operation as required, including but not limited to grievance procedures, Fair Housing, Landlord-Tenant Law, and HIPPA as applicable.
- G. Personal advocacy and linkage services where appropriate to include:
- 1) Assistance in obtaining and maintaining alcohol and drug treatment, including SCT partners and other providers when appropriate.
 - 2) Individualized assistance in identifying and applying for benefits (including SSI, SSD, food stamps, and OHP).
 - 3) Assistance in accessing supplemental or residential mental health services.
 - 4) Assistance in accessing employment, training, and or education options.
 - 5) Assistance in navigating the criminal justice system
- H. Focused permanent housing placement services, along with home based retention support to tenant and landlord for 12 months after permanent (not transitional) housing placement (as future FY funding allows). Housing services include:
- 1) Identifying and providing information for permanent housing options.
 - 2) Information and individualized assistance in applying for housing, including screening and application process, basic expectations of housing providers, and review of the lease.
 - 3) Assistance with Reasonable Accommodation requests.
 - 4) Assistance in securing financial assistance for move-in costs and rent subsidies as needed to support successful placement and retention of permanent housing.
 - 5) Provision of eviction prevention services and coaching on tenant rights and responsibilities.
- I. Provision of assistance as appropriate to facilitate permanent housing, including payment of application fees, and other fees and deposits required to move into permanent housing. Provision of linkage with subsidized permanent housing or subsidized housing vouchers under the control of GRANTEE, including Shelter + Care vouchers as available.

- J. Provision of resident support which may include assistance with food items, laundry, clothing and household items, deposits, utility assistance, transportation, health costs, and other expenses determined necessary on an individual basis.
- K. Participants will sign individual lease agreements (or program agreements if they initially enter the Treatment Readiness program) with the housing provider. CCC staff will assist participants in applying for CCC owned and operated permanent housing units.
- L. Collect and enter participant data in Homeless Management Information System (Service Point) including retention data.
- M. Any significant changes to scope of services outlined above must be authorized in writing by the SCT Program Manager.
- N. CCC staff will actively work with participants to address criminality behaviors and treatment issues. CCC staff will not actively facilitate permanent housing placement for participants who are identified as engaged in criminal activity which will affect the stability or safety of the neighborhood or community. For example, drug dealing, drug manufacture, car prowls or thefts, burglary, arson, predatory or violent crimes. CCC staff will not prevent participants from securing permanent housing independently, and will stay engaged with those who transition on their own into permanent housing in order to reduce risk to the participant and the community. CCC staff will provide prompt notification to the SCT Program Manager of permanent housing transitions which occur independently.
- O. Execute an "AGENCY PARTICIPATION AGREEMENT for NW Social Service Connections HMIS" and,
 - 1) Confirm that each administrative staff or end user with access to HMIS (ServicePoint) will execute an "USER AGREEMENT For NW Social Service Connections HMIS".
 - 2) Assure that all "Policies and Procedures for NW Social Service Connections HMIS" are adhered to.
 - 3) Utilize HMIS (ServicePoint) to record client level information as required by current Policies and Procedures, HUD Universal Data Elements, and Program Specific Data Elements.
 - 4) Utilize HMIS (ServicePoint) for subsequent contract reporting (Service Point Entry-Exit Report/APR Form and Housing Outcomes Form). participate in the Homeless Management Information System - ServicePoint- and reporting.
- P. The HRR budget required to implement services outlined in this contract is attached as Attachment A.

PERFORMANCE MEASURES

- A. GRANTEE will track and report on achievement of the following levels of service (outputs) by program and in the aggregate during the period of this Agreement:
- 1) 20 new individuals/households enter supportive housing program.
 - 2) 30 homeless households actively offered the full array of program services for a minimum of 12 months after moving into permanent housing.
- B. GRANTEE will track and report on achievement of the following accomplishments (outcomes) during the period of this Agreement:
- 1) Housing Stability:
 - 65% of those who enroll (start) in the program successfully engage for 15 days or more.
 - 15 homeless adult households transition off the street and into permanent housing.
 - 75% of all individuals placed in permanent housing will retain stable housing at 6 months after placement.*
 - 65% of all individuals placed in permanent housing will retain stable housing at 12 months after placement.*
 - CCC will track all individuals placed in permanent housing with this funding to determine the number and percentage who are retaining stable housing 12 months after end of subsidy.
 - Participants who are originally placed in program units and transfer directly into permanent housing will have data tracked from initial placement date.
 - 2) Other Outcomes:
 - 60% of all individuals placed in permanent housing are determined to be actively addressing behavioral healthcare issues (mental health and/or chemical dependency) at their 12 month anniversary after permanent housing placement. Provide numerical information.
 - Number/percentage of all individuals placed in permanent housing that have secured a stable income, or improved their financial status (in a meaningful way) at 12 months after placement.
 - 3) Criminal Behaviors (Portland Police)

Examples of data to be provided by the partners:

 - Number/Percentage of all individuals placed in permanent housing that have not been arrested or charged with any criminal activity within the 12 months after original placement into permanent housing.
 - Overall reduction in arrests/charges against program participants based on review of 12 months prior to entry and 12 months post placement.

Central City Concern is not responsible for collection or evaluation of corrections related data.

PROJECT OVERSIGHT

- A. The SCT Program Manger and GRANTEE will work in partnership with the Portland Police Bureau and designated staff to assist in evaluation of this program. The SCT partnership includes but is not limited to:
 - 1) Portland Police Bureau
 - 2) Multnomah County, Department of Community Justice
 - 3) Multnomah County, Mental Health and Addictions Office
 - 4) Multnomah County District Attorney's Office
 - 5) Multnomah County Sheriff's Office
 - 6) Central City Concern
 - 7) Volunteers of America
- B. Evaluation of this program will include consideration of:
 - 1) The extent to which the profile demographics of the participants reflects
 - 2) The intended profile parameters.
 - 3) The extent to which the participant profiles represent an effective use of resources.
 - 4) The extent to which participants are engaging in and completing chemical dependency treatment.
 - 5) The extent to which participants are successfully accessing supplemental services such as case management, housing, food and medical care.
 - 6) The extent to which participants are reducing or ending engagement in street crimes or other criminal activity (data provided by the law enforcement partners).
 - 7) Submit recommendations to project operations when appropriate.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Central City Concern will coordinate with the Portland Police Bureau on all issues related to the publicity related to this program.
- B. Records: Central City Concern will maintain all records regarding the program, and 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
 Austin Raglione
 Portland Police Bureau
 Central Precinct
 1111 S.W. 2nd Avenue
 Portland, Oregon 97204
- 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:

GRANTEE will submit program reports on a quarterly basis and City fiscal year basis. Service Point Entry-Exit Report Form and Housing Outcomes Report Form as directed by Grant Manager, and will include:

1. Demographic data regarding age, race/ethnicity, gender, veteran's status,
2. Performance data related to Section III.
3. Narrative, including information regarding implementation and ongoing activities and achievements of the program.

Quarterly program reports will be submitted on or before the following dates: October 31, 2012; January 31, 2013, April 30, 2013. In addition a final project report summarizing results and including cumulative demographic and performance data for the full project is due 12 months after final payment of any and all rent subsidies provided via HRR.

GRANTEE will enter data on all clients placed into housing by their organization into Service Point. This will include retention data.

Financial reports will be submitted within 30 days of the end of the reporting period on the dates listed above or may be submitted monthly.

Late program reports will delay payment until the program report has been received by the City.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:

The CITY will reimburse the GRANTEE for actual or anticipated expenses in accordance with the Budget (Attachment A). Funds will be disbursed to the GRANTEE within 14 days of receipt of invoice for:

1. Actual expenditures, or
2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.

Any changes to the budget must be approved in writing by the Grant Manager before any expenditure of funds in new line items or amounts.

No funds under this Agreement may be used to purchase non-expendable personal

property or equipment. Funds may be used to pay for lease or rental of equipment if approved in advance by the Grant Manager.

The payments made under this Agreement shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

- 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. 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.
- 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 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 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 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. The CITY and GRANTEE agree to review program safety and effectiveness in December, 2012, and determine by January 15, 2013 if the program should continue given budget reductions required by the City's FY 2012-13 Approved Budget.
- 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. **TERM OF GRANT**

The terms of this Grant Agreement shall be effective as of July 1, 2012, after it 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. The Work by GRANTEE shall terminate when funding is discontinued.


Funds for the grant agreement are part of an existing, one-time, General Fund appropriation for the HRR program in the FY 2012-13 Budget and are sufficient to fund the program for 8 months. It is possible that additional funds will be allocated to the SCT budget during the City's FY 2012-13 Fall Budget Monitoring Process to allow for an additional 4 months of service provision. At that time this contract may be amended to reflect the full amount.

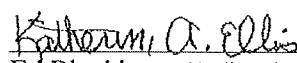
The parties will renegotiate service levels depending on changes to funding levels for this agreement that may arise from the City's Fall Budget Monitoring Process.

Dated this 25th day of July, 2012.

CITY OF PORTLAND

GRANTEE


Sam Adams
Mayor


Ed Blackburn Katherine Ellis
Executive Director Chief Financial Officer
Central City Concern

185874

L. Griffin-Valade

LaVonne Griffin-Valade

Auditor

APPROVED AS TO FORM:

James H. Van Dyke, City Attorney

APPROVED AS TO FORM

James H. Van Dyke
7/13/12
CITY ATTORNEY