

ORDINANCE EXHIBIT A

Agreement No.: _____

City of Portland**GRANT AGREEMENT****For****Nutrition Education and Food Access Project**

This Grant Agreement ("Agreement") is entered into between the City of Portland, a municipal corporation of the State of Oregon ("City") and Friends of Zenger Farm ("Grantee"). This Agreement may refer to the City and Grantee individually as a "Party" or jointly as the "Parties."

WHEREAS, Grantee is conducting a Nutrition Education and Food Access Project ("Project") for the purpose of improving access to healthy food and increasing nutrition, food budgeting, gardening and food preparation knowledge for citizens of outer SE Portland; and

WHEREAS, the City desires to support the Project and appreciates Grantee's efforts;

NOW THEREFORE, the Parties agree as follows:

1. Term. This Agreement shall become effective upon execution by all parties and shall terminate on June 30, 2015.
2. Amount. Upon receipt of an invoice by Grantee, the City shall pay Grantee the amount of \$50,000. Grantee must submit the invoice to City prior to the expiration date of this Agreement. Grantee shall send the invoice to:

Marie Walkiewicz
City of Portland
Bureau of Environmental Services
1120 SW Fifth Ave., Room 1000
Portland, OR 97204
3. Fiscal Agent. The City's Bureau of Environmental Services will act as City's fiscal agent for the Project.
4. Scope of Grant. Grantee shall use the funds provided by City under this Agreement for the Project as described in Grantee's 2014-15 Special Appropriation Request for financial assistance, attached hereto as Exhibit A.
5. Funding. Funding for the Project was approved by City Council in the City's FY 2014-15 Budget. The Project is funded by the City's General Fund.

6. Report. Grantee will complete and submit to the City the **Special Appropriation Reporting Form**, attached as Exhibit B, no later than thirty (30) days after the completion of the project. Grantee will submit the completed form to:

Jim Blackwood
Office of Commissioner Nick Fish
City of Portland
1221 SW 4th, Room 240
Portland, OR 97204

7. Unauthorized Use of Grant Funds.

- (a) If Grantee fails to use any or all of the funds authorized under this Agreement for the purposes described herein, the remaining funds shall be returned to the City immediately.
- (b) If Grantee uses any of the funds authorized under this Agreement for purposes other than described herein, the City may terminate this Agreement and in its sole discretion require Grantee to return all or part of the grant funds.

8. Indemnification. Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this Agreement.

9. Independent Status of Grantee. Grantee is independent of the City and Grantee 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. Grantee is responsible for any tax consequences of receiving funds under this Agreement.

10. Governing Law. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County Oregon.

11. Amendment. The Bureau Director, or authorized designee, may amend this Agreement provided the amendment does not increase the grant amount.

12. Compliance with Laws. In connection with its activities under this Agreement, Grantee shall comply with all applicable federal, state, and local laws and regulations.

13. Insurance. Grantee shall maintain generally applicable insurance types and limits for the nature of the Project, including but not limited to:

- (a) Workers' Compensation:
Grantee and all persons working under this Agreement are subject employers under the Oregon workers' compensation law and shall provide workers compensation insurance for all their subject workers. If Grantee qualifies as a non-subject employer, proof of that certification shall be provided to City.

(b) Commercial General Liability Insurance: ☒ Required ☐ Waived by Bureau
 Grantee shall maintain general liability insurance for bodily injury and property damage in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, and shall provide that coverage applies to claims between insureds on the policy.

(c) Certificates of insurance. As evidence of the insurance coverages required by this agreement, Grantee shall furnish acceptable insurance certificates to the City at the time Grantee returns the signed agreement. The certificate will specify all of the parties who are Additional Insured and will include an additional insured endorsement form.

14. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument. The City and Grantee may conduct this transaction by electronic means, including the use of electronic signatures.

CITY OF PORTLAND

FRIENDS OF ZENGER FARM

By: _____
 Dean Marriott, Director

By: _____

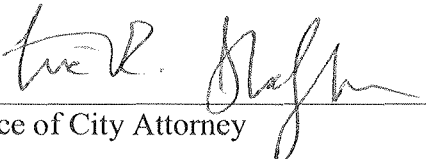
Date: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


 Office of City Attorney

CITY BUDGET OFFICE

Charlie Hales, Mayor
 Nick Fish, Commissioner
 Amanda Fritz, Commissioner
 Steve Novick, Commissioner
 Dan Saltzman, Commissioner
 LaVonne Griffin-Valade, Auditor



Andrew Scott, Director
 (503) 823-6925
 1120 SW 5th Ave, Suite 1300
 Portland, Oregon 97204-1912
www.portlandoregon.gov/budget

CITY OF PORTLAND, OREGON

Special Appropriation Request Form FY 2014-15

Sponsoring City Commissioner

Date: 2/11/14

Commissioner's Name: Nick Fish
 Name of Contact in Commissioner's Office: Jim Blackwood
 Phone: 503-823-3598
 E-Mail: jim.blackwood@portlandoregon.gov

Organizational Information

Organization Name: Friends of Zenger Farm
 Contact Name: Jill Kuehler
 Phone: 503.282.4245
 E-Mail: jill@zengerfarm.org
 Tax ID Number: 93-1269630

Background and Mission:

Incorporated in 1999, FZF was created to preserve Zenger Farm, a six-acre organic farming operation and a 10-acre wetland in Southeast Portland and to transform it into a community learning center for sustainable food systems, environmental stewardship and local economic development.

Proposed Use of Requested Funds

Name and Description of Project or Initiative: Nutrition education and food access

Briefly describe the desired outcomes that are expected upon completion of this project or initiative:

1. Food access in outer SE Portland will be improved through Zenger Farm's Lents International Farmers Market and the SNAP CSA program. The Lents International Farmers Market matches SNAP dollars spent at the market. In 2013 \$11,500 was matched in SNAP dollars, providing more underserved residents with access to healthy food and immigrant and emerging farmers with more income. This project will allow Zenger Farm to conduct more outreach about the SNAP match program so more SNAP dollars can be matched in 2014 and 2015. Zenger Farm operates one of Oregon's first CSAs to accept SNAP. In 2014 Zenger Farm will add twenty additional CSA shares for SNAP recipients.
2. This project will increase nutrition, food budgeting, gardening and food preparation knowledge for citizens of the Lents and Powellhurst-Gilbert neighborhoods. One thousand families in outer SE Portland will participate in workshops on healthy eating on a limited budget. Classes will be taught at Zenger Farm, at the Lents International Farmers Market and at neighborhood schools in the evenings.

3. PROJECT or INITIATIVE BUDGET

186855

EXPENSES

Include all expenses related to this project or initiative.

| | |
|---|------------------|
| 3.0 FTE including Lents International Farmers Market Manager, Farm Manager and Community Involvement Coordinator | \$140,000 |
| Cooking supplies and food | \$5,000 |
| Marketing and printing | \$10,000 |
| SNAP Match funds | \$20,000 |
| Overhead | \$15,000 |
| TOTAL EXPENSES | \$190,000 |

RESOURCES

What other contributions (cash or in-kind), other than the City, if any, do you have confirmed toward this project or initiative? Specify sources.

| | |
|---------------------------------------|-------------------|
| USDA Community Food Projects | \$60,000 |
| New Seasons Market | \$10,000 |
| Whole Foods Market | \$20,000 |
| Bob's Red Mill | \$10,000 |
| USDA Farmers Market Promotion Program | \$40,000 |
| TOTAL OTHER CONTRIBUTIONS: | \$ 140,000 |

AMOUNT REQUESTED FROM CITY: \$50,000

(The Total Other Contributions and Amount Requested from City should equal the Total Expenses).

*This request is due to City Budget Office on 2/3/2014 for consideration in the FY 2014-15
Budget Process*

CITY BUDGET OFFICE

Charlie Hales, Mayor
Nick Fish, Commissioner
Amanda Fritz, Commissioner
Steve Novick, Commissioner
Dan Saltzman, Commissioner
LaVonne Griffin-Valade, Auditor



Andrew Scott, Director
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1120 SW 5th Ave, Suite 1300
Portland, Oregon 97204-1912
www.portlandoregon.gov/budget

CITY OF PORTLAND, OREGON

Special Appropriation Reporting Form

Organizational Information

Organization Name: Friends of Zenger Farm
Contact Name: Jill Kuehler
Phone: 503-282-4245
E-Mail: jill@zengerfarm.org
Tax ID Number: 93-1269630

Amount awarded by the City of Portland: \$ 50,000

Award Date:

Project Completion Date:

Date Submitted:

Mission of Organization: *(This should be your organization's official mission statement.)*

Purpose of Appropriation: *(This can be identical to the narrative in the request form.)*

Please briefly describe how funds from the City were spent. Provide a high-level breakdown of the expenditures, explaining staffing on the project, contracts, and other major costs. In addition to a written narrative, please fill out the table on the following page.

Please describe specific outputs/deliverables and related outcomes.

PROJECT or INITIATIVE BUDGET**EXPENSES**

Include all expenses related to this project or initiative:

FTE

Direct staff costs \$ _____

Internal materials and services \$ _____

Contract costs \$ _____

Administrative overhead rate \$ _____

TOTAL EXPENSES \$ _____

IRS Form 990 Return of Organization Exempt From Income Tax

Please include a copy of the most recent IRS Form 990 with this reporting form.

<http://www.irs.gov/pub/irs-pdf/f990.pdf>**City Contact**

Name: Jim Blackwood

Phone: 503-823-3598

Email: jim.blackwood@portlandoregon.gov

Date:

I have reviewed the above information and I concur with this report as submitted by the grantee. The recipient organization understands that the City may exercise its right to examine supporting documents for the expenses outlined above as allowed in the grant agreement.

Signature