

GRANT AGREEMENT NO. 32002009

GRANT AGREEMENT WITH METROPOLITAN PUBLIC DEFENDERS SERVICES, INC.

This Grant Agreement is between the CITY OF PORTLAND, OREGON (“CITY” or “GRANTOR”) and Metropolitan Public Defenders Services, Inc. (“MPD” or “GRANTEE”) in an amount not to exceed \$150,000 for FY 2019-2020 to perform expungement services, including paperwork preparation for those eligible for expungement. Hold Expungement Clinics with community partners, establish a Community Advisory Board to guide our program, and establish a coalition of organizations with shared interest in reforming expungement law.

RECITALS:

1. The Cannabis Social Equity Grant is an Office of Community & Civic Life (“CIVIC LIFE”) program that is a restorative justice and community reinvestment grant opportunity funded by the City of Portland's 3% local tax on retail cannabis sales. The Cannabis Program in the Office of Community & Civic Life will award eight to ten-month (8 to 10-month) grants to promote small businesses, especially women-owned and minority-owned businesses and provide economic opportunity and education to communities disproportionately impacted by cannabis prohibition. Priority funding areas for the 2019 Cannabis Social Equity Grants are: Record-clearing and Expungement, Workforce Development, and Re-entry Housing.
2. CIVIC LIFE selected applications through a competitive process. CIVIC LIFE received 32 applications for this funding cycle. The Review Panel, consisting of six community members and one City staff, represented areas of expertise or community-based knowledge in alignment with the goals and priority funding areas for the grant. Five panelists were selected and appointed by Commissioners, one panelist was a member of the City's cannabis program advisory body- the Cannabis Policy Oversight Team (CPOT), and the final panelist was City staff from the Portland Housing Bureau. First, panelists completed an independent scoring process. The Review Panel then met for a 6-hour facilitated in-person meeting, to collaboratively score and discuss final recommendations. Applications were reviewed solely on the information presented in the application. The Review Panel scoring meeting concluded with a recommendation that the City fund six projects/programs for a total of \$631,321. Program staff met with Bureau Director, and the staff representing the Bureau's Commissioner-in-charge to discuss the panel's recommendations.

Director Rhee and Commissioner Eudaly's office has recommended that the panel's final selection be funded in alignment with the panel's recommendation.

3. MPD submitted a grant application for the FY 2019-2020 Cannabis Social Equity Grant Program and was selected as one of the six organizations recommended to be awarded a grant to its "Community Coalition Record Clearing Clinics".
4. In accordance with the FY 2019-2020 Budget, the CITY now desires to make a grant award to GRANTEE in an amount not to exceed \$150,000.
5. MPD, founded in 1971, is a non-profit law firm that provides public defense, including criminal cases from misdemeanors to capital murder, juvenile cases from delinquency to dependency, mental health cases from civil commitments to mental health courts, and specialty projects from drug courts to community court. MPD has been at the forefront of protecting basic constitutional rights and tirelessly advocates for a fair and just system. Responsible for more than 15,000 cases a year. MPD has the primary public defense contracts in Multnomah and Washington Counties as well as the largest capital defense contract in the state. MPD is also dedicated to building a holistic model in which MPD is a community-based resource, providing a broad array of legal services to low-income individuals for the purpose of improving outcomes like long-term stability.
6. The Community Coalition Record Clearing Clinics will build upon the relationships developed within the first cycle of Cannabis Social Equity Grant funding and utilize multiple pathways to reach communities that have been most affected by marijuana criminalization. MPD will bring restorative justice to communities affected by marijuana prohibition through outreach, education and direct legal services to assess eligibility and support participants in beginning the record-clearing and expungement process. MPD will provide expungement services for up to 1,000 people, including paperwork preparation for those eligible for expungement. The project will hold at least 30 Expungement Clinics with community partners, establish a Community Advisory Board to guide our program, and establish a coalition of organizations with shared interest in reforming expungement law. This project recognizes that much of the harm of marijuana prohibition resulted from the isolation of individuals from their communities and the City's collective life.
7. GRANTEE's mission is consistent with the Council's desire for equity and inclusion, healthier people, and a safer city.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the work as described in ATTACHMENT A (Scope of Work), ATTACHMENT B (Budget), which is incorporated by reference.

1. GRANTEE shall maintain record of general organizational and administrative information, documents, papers, taxes, time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services that are related to this Agreement or GRANTEE's performance of work or services for the purposes of reporting on:
 - How funds were used to meet the agreed upon scope of work or outcome measures, and
 - Specific impact of Cannabis Social Equity Grant funds on GRANTEE programs and services.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on June 30, 2020 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting October 1, 2019 are eligible expenses for the grant funds reimbursement.

ARTICLE III – OVERALL GOALS

CIVIC LIFE mission is to promote a culture of civic engagement by connecting and supporting all Portlanders working together and with government to build inclusive, safe, and livable neighborhoods and communities.

This Agreement seeks to meet CIVIC LIFE long-term goals:

1. **INCLUSIVE STRUCTURES** Modeling the inclusive practices and processes we seek to promote, we will partner with diverse, self-identifying communities to:
 - Champion institutional practices for inclusion and transformational change within government structures,
 - Increase community building and civic engagement opportunities for

communities working toward equitable outcomes for all Portlanders.

2. **ADAPTIVE GOVERNANCE** To realize more adaptive decision-making in community and government, we will:
 - Support inclusive cross-cultural, cross-issue organizing in community to reflect the ability of resilient communities to address complex, inter-connected issues,
 - Lead internal capacity development within City government, particularly as it pertains to engaging communities toward equitable outcomes,
 - Create and hold shared space where community and government join together to identify opportunities and address shared challenges,
 - Support communities in pursuing forms of governance that reflect their lived experience, values, and aspirations.

3. **FULFILLED AND EMPOWERED PORTLANDERS** A progressive change in culture of civic engagement is foundational to long-term systemic community building and government change. We will:
 - Prioritize resources that support communities in building resilience both with and without their government,
 - Practice equitable sharing of resources,
 - Promote inclusive education, art, and play,
 - Create an environment for respectful dialogue and problem solving that acknowledges our differences as we work toward shared goals.

ARTICLE IV – SPECIFIC CONDITIONS OF THE GRANT

- A. **Publicity.** CIVIC LIFE requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. CIVIC LIFE Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, CIVIC LIFE support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to GRANTEE's work.

1. Logo: Current logo, with correct spacing, color or black and white shall be requested directly from CIVIC LIFE communications staff or assigned program staff.
2. Policy Statement: The acknowledgement of CIVIC LIFE support must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.
3. Credit Lines: A portion of the funding for the program/project comes from CIVIC LIFE: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."

All funding for the program/project comes from CIVIC LIFE: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."

- B. Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for ten (10) years after CITY makes final grant payment, GRANTEE has made final report, or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- C. CITY Grant Manager. CITY hereby appoints Kimie Ueoka to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Kimie Ueoka
City of Portland, Office of Community & Civic Life
1221 SW 4th Ave. Room 110
Portland, OR 97204
phone: 503-823-2094
email: kimie.ueoka@portlandoregon.gov

- D. GRANTEE Project Manager. GRANTEE hereby appoints Cynthia Domingo-Foraste to act as its Project Manager with regard to this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Cynthia Domingo-Foraste
630 SW 5th Ave. Suite 500

Portland, OR 97204
phone: 503-225-9100
email: cdforaste@mpdlaw.com

- E. Billings/Invoices/Payment. The City Grant Manager is authorized to approve work, 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. Report. GRANTEE will complete and submit to the City Grant Manager the following reports and documents:
 - 1. Partial Report: **Partial Reporting Form**, template included as ATTACHMENT C (Reporting Form), after the 15th day of January 2020.
 - 2. Annual Report: signed **Annual Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after 30th day of June of each year.

ARTICLE V – PAYMENTS

- A. CITY will fund the work described in ATTACHMENT A in an amount not to exceed \$150,000 for FY 2019-2020. CITY may advance the GRANTEE a quarter of the grant award value upon execution of this Grant Agreement and receipt of a request.
- B. GRANTEE will submit quarterly invoices using ATTACHMENT D (Invoice/Request for Payment Template) to the City Grant Manager for approval. The CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. CITY's subsequent payments will be made after CITY review and approval of GRANTEE's periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a twice-annual basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using ATTACHMENT C and ATTACHMENT D.
- C. 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 terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed on ATTACHMENT A and expenses listed on ATTACHMENT B. Any changes to the approved budget must be authorized in writing by the City Grant Manager before any expenditure of funds in new amounts or line items.
- E. If 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.

- F. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- H. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE VI – GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a

written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the 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. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services that would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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, which 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 section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the ten (10) year period established above in Article III.B. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and its officers, employees, agents, and contractors in the performance of this Agreement.
- K. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that 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 as renewals of said insurance occur.
 2. Commercial General Liability Insurance. GRANTEE shall maintain commercial general liability insurance that covers GRANTEE as a named insured, and the CITY and its officers, agents, and employees as additional insureds, for property damage, bodily injury, personal injury, and advertising injury arising from

GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.

3. Automobile Liability Insurance. GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto.
4. Additional Insured. The liability insurance coverages, except Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation. GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance. GRANTEE shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. All certificates must specify the parties who are endorsed on the policy as additional insureds (or loss payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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 the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in 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 Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. 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. One copy of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.

- R. Severability. CITY and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between 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 Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. NOTICE: Notices to GRANTEE under this Grant Agreement shall be sent to GRANTEE at the following address:

Cynthia Domingo-Foraste
630 SW 5th Ave. Suite 500
Portland, OR 97204
phone: 503-225-9100
email: cdforaste@mpdlaw.com

NOTICE: Notices from GRANTEE under this Grant Agreement shall be sent to CITY at the following address:

Kimie Ueoka
City of Portland, Office of Community & Civic Life
1221 SW 4th Ave. Room 110
Portland, OR 97204
phone: 503-823-2094

email: kimie.ueoka@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND

GRANTEE

Name: Suk Rhee

Title: Director
City of Portland, Office
of Community & Civic
Life

Date: _____

Name: Carl Mcpherson

Title: Executive Director
Metropolitan Public
Defender Services, Inc.

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

Date: _____

2019 CANNABIS SOCIAL EQUITY GRANT

ATTACHMENT A

SCOPE OF WORK

Describe briefly the Project/Program:

Hosting expungement clinics with culturally-specific community partners and following through with individuals to complete the expungement process. This includes holding expungement clinics, as well as bringing expungement services to events hosted by those organizations.

Additionally, writing and working to pass SB420 will make thousands of Portlanders eligible to expunge their low-level marijuana possession convictions. Once the bill takes effect, in January 1, 2020, we will have additional clinics specifically to cater to these convictions.

List the activities to be completed Fiscal Year 2019-20:

Hosting clinics:

Three repeating clinics each month with community partners:

1. Miracles Club/Urban League – first Thursday
2. Alano Club – third Wednesday
3. Bridges to Change (Gresham) – first Wednesday

Upcoming clinics (we have already planned) with:

1. Green Hop and the City of Portland (August 27)
2. PCC Cascade (August 29)
3. Pacific NW Council of Water Protectors, at Medicine Gathering, Oxbow Park (September 6-9)
4. Pineros y Campesinos Unidos del Noroeste (PCUN) (date TBD)
5. Black Lives Matter (date TBD)

SB420

Establish relationships with host organizations to have SB420-specific expungement clinics.

List the Strategies for Recruiting Participants:

We recruit participants for our clinics through our culturally-specific community partners. They perform outreach to their base, and we contact them and invite them to the clinics.

During this grant cycle, we will work to maintain our existing relationships with large non-profits.

In addition, we are actively working on developing relationships with grassroots organizations. Previously we have worked with and maintain a working relationship with

Black Lives Matter.

As above, we are also working with the Water Protectors, a Native-led grassroots group, and PCUN, a Latinx labor union. Access to these organizations has come through relationship building with individuals in these organizations, and generally by attending events and meetings that occur in the evenings or weekends, when these all-volunteer organizations conduct business.

List clear and simple goals that will help define project/program success:

- 1,000 expungement analyses
- 30 percent of participants who are Black or Native [I don't know what numbers to use – the 1,000 is from the grant application but there's no corollary for the 30%]
- At least 30 community-based clinics held, including at least 6 with grassroots organizations
- 200 SB420 expungements [should we include this?]

Describe how will you evaluate project/program:

- Fulfillment of the above goals
- Track eligible cases for successful completion of expungement process

List the data you will collect to report project/program progress:

- Number of program participants
- Demographics of program participants
- Number of eligible cases identified
- Number of eligible cases successfully expunged

Timeline for Fiscal Year 2019-20:

September – November:

- Maintain monthly expungement clinics
- Develop expungement clinics with grassroots organizations

December – February:

- Maintain monthly expungement clinics
- Develop expungement clinics with grassroots organizations
- Form partnerships for SB420 expungements

March – May

- Maintain monthly expungement clinics
- Develop expungement clinics with grassroots organizations
- Roll out SB420 expungement clinics

June – August

- Maintain monthly expungement clinics
- Develop expungement clinics with grassroots organizations
- Maintain SB420 expungement clinics

ATTACHMENT B

BUDGET

(See accompanying Excel file)

ATTACHMENT B

BUDGET (FISCAL YEAR 2019-20)

Expenses:

Organization Name: Metropolitan Public Defender Services						
Program/Project Name: Community Law						
Budget Item	TOTAL (\$)	Revenue Sources (\$)				
		Amount Requested from Civic Life	In-kind	Other Sources		
Direct Program/Project Costs						
A) Personnel - Salaried Staff						
1. Program Attorney - Michael Zhang						
Percent FTE	100%				Provide the sub-total of expenses for the personnel budget category for each "other source" of funding; line-item breakdowns are not required	
Salary	\$ 47,915	\$ 47,915.07	\$ 47,915.07			
Taxes & Benefits	43%	\$ 20,373.22	\$ 20,373.22			
<i>salaried employee 1 subtotal</i>		\$ 68,288.29	\$ 68,288.29			
2. Program Coordinator - Damon McPherson						
Percent FTE	100%					
Salary	\$ 31,743	\$ 31,742.65	\$ 31,742.65			
Taxes & Benefits	47%	\$ 14,969.05	\$ 14,969.05			
<i>salaried employee 2 subtotal</i>		\$ 46,711.71	\$ 46,711.71			
Salaried Staff subtotal		\$ 115,000.00	\$ 115,000.00			
B) Personnel - Hourly Staff (N/A)						
Personnel Subtotal		\$ 115,000.00	\$ 115,000.00			
C) Contractors & Contracted Services (N/A)						
D) Direct Program Expenses						
Other Direct Program Expenses		\$ 18,363.64			Provide the sub-total of expenses for the other expenses budget category for each "other source" of funding; line-item breakdowns are not required	
Mileage and Outreach		\$ 3,000.00				
Program Other Expenses Subtotal		\$ 21,363.64	\$ 21,363.64			

PROGRAM BUDGET SUB-TOTAL	\$	136,363.64	\$	136,363.64		
Indirect Program/Project Costs						
E) Indirect Costs (cannot exceed 10%)						
10.00%	\$	13,636.36	\$	13,636.36		
Indirect Subtotal	\$	13,636.36	\$	13,636.36		
PROGRAM BUDGET TOTALS						
	\$	150,000.00	\$	150,000.00	\$	-
					\$	-

Budget Narrative:

ATTACHMENT C

REPORTING FORM

Progress Report: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
Grant Agreement	
GRANTEE Organization Name	
Project Title	
Fiscal Year	
Overall Project Status »	
Overall Grant Program Purpose	
Project Summary	<i>[Describe grant project]</i>
Successes	<i>[Briefly, what are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]</i>
Challenges	<i>[Briefly, describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]</i>
Project Status Narrative	<i>[Describe project progress during this reporting period. Please include: latest news, overall project status, milestones accomplished, any additional comments about the project, additional photos, or supplementary documents you would like to share.]</i>
Next Steps	<i>[What are the next steps for this project and your organization?]</i>

Policy Opportunities	<i>[While conducting your work, has your organization observed opportunities for policy change that would benefit the work or participants on your program/project? Please provide specific examples and related metrics]</i>			
Project Finances	Awarded:	\$ <i>[Insert total funds awarded by City]</i>	Grant Expenditure to Date	\$ <i>[Insert grant expenses incurred to date and submit with the expenditure report***]</i>

Specific Project Metrics »

Success measures	<i>[Please report on the metrics you listed on the grant application]</i>
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Participants Demographics »

Age	
Racial or Ethnic	

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge.

Typed or printed name and title:

Name:	

Signature:	Date:
Telephone:	
Email Address:	
Date report submitted (month, day, year)	

DEMOGRAPHIC INFORMATION FORM

This program has been made possible through funding partially or entirely by the City of Portland, Office of Community & Civic Life, Cannabis Social Equity Grant. The City is committed to diversity, inclusion, and equity and uses this data to help ensure that programs are serving a broad cross-section of community. Completion of this form is not required and is therefore completely voluntary. This information will not be used during the recruitment or selection process.

What is your age?

- Under 24 25-44 Over 65
 25-44 45-64 Prefer not to disclose

Which of the following describes your racial or ethnic identity? Please check all that apply.

- American Indian/Alaska Native Hispanic/Latinx
 Asian Native Hawaiian or Pacific Islander
 African American or Black White
 Middle Eastern/Northern African Unknown
 Prefer not to disclose
 Prefer to describe:

Do you live with a disability or identify as a disabled person?

- Yes No

If yes, please describe the nature of your disability. Please check all that apply.

- Mobility (e.g., walking, climbing stairs)
 Visual (e.g., blind, low vision)
 Deaf or hard-of-hearing
 Cognitive (e.g., traumatic brain injury, learning disabilities)
 Mental health (e.g., anxiety, PTSD)
 Intellectual or developmental (e.g., Down syndrome, fragile X syndrome)

- Invisible (e.g., diabetes, HIV, cancer)
- Prefer not to disclose
- Prefer to describe:

What is your gender? Please check all that apply.

- Female Male
- Gender expansive (e.g., non-binary, agender, gender fluid)
- Transfeminine Transmasculine
- Two Spirit Not sure or undecided
- Prefer not to disclose
- Prefer to describe:

What is your current employment status?

- Employed, full-time Employed, on call Retired
- Employed, part-time Not employed Disable
- Prefer not to disclose

Which best describes your current housing? Please check all that apply.

- Rent Own
- Apartment House Duplex
- Condo Shelter Mobile home
- Van, boat Houseless Prefer not to disclose
- Prefer to describe:

Have you ever been arrested for or convicted of a cannabis related offense?

- Yes No Prefer not to disclose

ATTACHMENT D

INVOICE/REQUEST FOR PAYMENT TEMPLATE

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:

City of Portland
 Office of Community & Civic Life
 1221 SW 4th Ave, Room 110
 Portland, Ave 97204

Grantee			
Address			
City, State		Zip Code	

Project name			
Expenses period		through	

Expenses	Item Description	FY 2019-20 Total Budget	FY 2019-20 Civic Life Budget	Amount Invoiced
Administrative costs	(up to 10% of the total grant amount)			

Total Expenses	\$	\$ 0.00
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Net amount due	\$
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Prepared by:	
Signature:	
	Date: