

**GRANT AGREEMENT NO.**

This Grant Agreement is between the City of Portland, Oregon, the Portland Police Bureau ("City", "PPB" or "Grantor") and Sunshine Division, Inc., ("Sunshine Division" or "Grantee").

**RECITALS:**

1. The Sunshine Division is a nonprofit organization providing assistance to individuals and families in the City of Portland in the form of emergency food, clothing, bedding and other household items.
2. The City of Portland is committed to providing creative, community-oriented police services.
3. Sunshine Division makes emergency food packages available to PPB for delivery to those who have a need for such services.
4. The Sunshine Division has operated with assistance and support from the City for over 85 years and both parties wish to maintain that relationship.

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant provided by the City, Grantee agrees to perform the following actions and/or spend grant funds in the following way:

- A. Provide food, clothing and other items to PPB employees who request such items on behalf of Portland citizens who are in need and are receiving police services.
- B. Provide timely responses to PPB inquiries regarding the Sunshine Division and its activities.
- C. Provide direction from its Board of Directors through its Operations Manager to the sworn officer that PPB designated as its liaison to Grantee regarding Sunshine Division activities and events.

**II. ACTIONS TO BE TAKEN BY GRANTOR**

The City makes the following grant to Grantee:

**A. Use of Personnel**

PPB will assign one sworn police officer or person to serve as the liaison between PPB and the Sunshine Division at PPB's expense. The person assigned to this position may be changed any time in the discretion of Grantor. In addition, that person continues to be responsible for reporting to PPB command personnel as determined by the Chief of Police and is responsible for following City of Portland and PPB policies and procedures, including rules, directives and orders.

B. Use of Vehicles

PPB will allow the Sunshine Division to use the following City-owned vehicles during the term of the grant, providing such vehicles are available and not needed for City use.

- i. One full size cargo van
- ii. One medium box truck
- iii. One 24' freight truck
- iv. Two forklifts

C. Funding

PPB will provide a lump sum amount not to exceed \$26,000 for purposes of paying for fuel and depreciation costs associated with food and clothing collection and delivery. This lump sum amount is solely for use by the Sunshine Division for purposes related to its mission. No private use of this lump sum amount is permitted.

### III. SPECIFIC CONDITIONS OF GRANT

- A. Publicity: Grantee must mention City's funding in its programs. Grantee needs permission from the City to mention City funding on its website or other publicity materials.
- B. Records: Grantee will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Grant Manager: The Grant Manager for this grant is Lieutenant Jeff Kaer.
- 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.
- 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.

### 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 their 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 with 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 to 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 F 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 Workers' 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 workers' compensation insurance coverage for the duration of this Agreement.
  - 2. In the event Grantee's workers' 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 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 provided 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

insured the City and its officers, agents, employees. Notwithstanding the naming of additional insured, 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 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.

2. Grantee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
3. 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 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 the Grant Agreement shall be employed by Grantee during the period of the Grant Agreement. If the Grant Manager/City Employee also serves on Grantee's Board of Directors, as the Chief's Designee, without compensation, then no conflict of interest exists for purposes of this provision. In no event will the Chief or Designee to the Board also hold a seat on Grantee's Finance Committee.

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 AUDIT/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 provisions shall be stricken.

R. INTERGRATION

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.

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 the City.

V. TERM OF GRANT

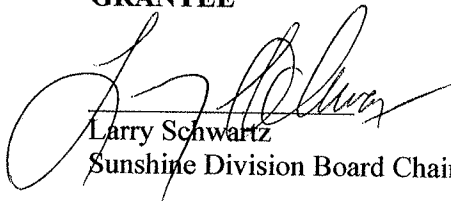
The term of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which Grantee has received funds. Work by Grantee shall terminate as of June 30, 2010.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010


**CITY OF PORTLAND**

\_\_\_\_\_  
Sam Adams  
Mayor, City of Portland

**GRANTEE**

  
Larry Schwartz  
Sunshine Division Board Chair

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

  
Linda Meng, City Attorney

\_\_\_\_\_  
City Auditor