

ORDINANCE No.

Authorize grant agreement with the McKenzie River Gathering Foundation for the Disability Leadership grant program in amount \$112,752 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The impact of COVID-19 on the City's resources is unprecedented, unpredictable and long-lasting. Per Resolution No. 37487 adopted by City Council on May 20, 2020, the City's responses to COVID-19 will be accountable and responsive to achieving the City's equity and climate action goals.
2. Resolution No. 37517 passed by City Council on November 18, 2020, adopts Citywide Disability Equity Goals and affirms the City of Portland's commitment to providing equitable opportunities and access to Portland's disability communities.
3. Reports for the 2017 & 2018 Disability program leadership cohorts, accepted by City Council on September 27, 2017 and June 20, 2018 respectively, uplifted community requests for further capacity building within disability communities, including in Disability and BIPOC-centered organizations.
4. A total of \$112,752 General Fund dollars is allocated in the Office of Community & Civic Life's FY 2020-21 adopted budget for these grants and administration as part of the Disability Program. The Disability Program issued an open Request for Proposals and selected 10 nonprofit organizations to receive grants of up to \$10,000 each as listed in Exhibit A.
5. The McKenzie River Gathering (MRG) Foundation will serve as the fiscal agent of these grants. The Office of Community & Civic Life and the MRG Foundation are partnering to ensure timely distribution of these grants to the selected awardees.

NOW, THEREFORE, the Council directs:

- a. The Director of the Office of Community & Civic Life is authorized to execute a grant agreement for a total amount not to exceed \$112,752 with McKenzie River Gathering Foundation. The Director is authorized to execute the grant agreement in a form similar to the grant agreement template attached as Exhibit B.
- b. The application of Portland City Code Chapters 5.33 (Goods and Services) and 5.68 (Professional, Technical and Expert Services) is waived with respect to the

grant agreement described in Section 1.a above.

- c. The Mayor and City Auditor are hereby authorized to pay the grant funds from the General Fund.

Passed by the Council:

Commissioner Jo Ann Hardesty
Prepared by: Andrea Williams
Date Prepared: January 21, 2021

Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

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 Agenda No.
ORDINANCE NO.
 Title

Authorize grant agreement with the McKenzie River Gathering Foundation for the Disability Leadership grant program in amount \$112,752 (Ordinance)

<p style="text-align: center;">INTRODUCED BY Commissioner/Auditor: Commissioner Hardesty</p>	<p>CLERK USE: DATE FILED <u>February 2, 2021</u></p>
<p style="text-align: center;">COMMISSIONER APPROVAL</p>	<p>Mary Hull Caballero Auditor of the City of Portland</p> <p>By: <u><i>Keelan McClymont</i></u> Deputy</p> <p>ACTION TAKEN:</p>
<p>Mayor—Finance & Administration - Wheeler</p>	
<p>Position 1/Utilities - Rubio</p>	
<p>Position 2/Works - Ryan</p>	
<p>Position 3/Affairs - Hardesty <i>J. Hardesty</i></p>	
<p>Position 4/Safety - Mapps</p>	
<p style="text-align: center;">BUREAU APPROVAL</p>	
<p>Bureau: Office of Community & Civic Life Bureau Head: Suk Rhee <small>Digitally signed by Suk Rhee Date: 2021.01.10 11:48:05 -08'00'</small></p>	
<p>Prepared by: Andrea Williams Date Prepared: 1/21/2021</p>	
<p>Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p>	
<p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p>City Auditor Office Approval: required for Code Ordinances</p>	
<p>City Attorney Approval: <small>Digitally signed by Glenn Fullilove Date: 2021.01.29 09:05:50 -08'00'</small> required for contract, code, easement, franchise, comp plan, charter</p>	
<p>Council Meeting Date February 10, 2021</p>	

AGENDA

TIME CERTAIN
 Start time: _____

Total amount of time needed: _____
 (for presentation, testimony and discussion)

CONSENT

REGULAR
Total amount of time needed: 20
 (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Rubio	1. Rubio	
2. Ryan	2. Ryan	
3. Hardesty	3. Hardesty	
4. Mapps	4. Mapps	
Wheeler	Wheeler	

Exhibit A: Disability Leadership Grant Awardees

Grantee	FY 20-21 Total
CymaSpace	\$9,000
Micronesian Islander Community	\$10,000
Easter Seals Oregon	\$10,000
Portland State University Foundation <i>(Fiscal sponsor for Linda K. Akagi & Associates, LLC)</i>	\$10,000
Oregon Spinal Cord Injury Connection <i>(Fiscal Sponsor for Disabled Students Union)</i>	\$10,000
Richardson Recovery Center	\$10,000
Disability Arts and Culture Project <i>(Fiscal Sponsor for The Curiosity Paradox)</i>	\$10,000
Northwest Disability Support	\$9,045
Immigrant Refugee Community Organization (IRCO)	\$10,000
Disability Rights Oregon	\$10,000
SUBTOTAL	\$98,045
Administrator	
McKenzie River Gathering	\$14,707
TOTAL	\$112,752



CITY OF PORTLAND
GRANT AGREEMENT No. [XXXX]
FOR
[TITLE OF GRANT AGREEMENT]

As authorized by [Ordinance No. XXXXXX or Portland City Code 5.33.060], this Grant Agreement (Agreement) is made effective on [month/day/year] (Effective Date) by and between the City of Portland (City), a municipal corporation of the State of Oregon, and [Grantee's organization's legal name; check Secretary of State's business registry for proper legal name and business type] (Grantee), a [enter proper legal business type] of the State of Oregon [or name different name of State if applicable], by and through their duly authorized representatives. This Agreement may refer to the City and Grantee individually as a Party or jointly as the Parties.

The initial term of this Agreement shall be from the Effective Date through the Expiration Date of [month/day/year], [if the ordinance authorized renewals, then add the following: with the City's option to renew for an additional [XXX] year(s), for a total not to exceed [XX] years]. The total not-to-exceed amount under this Agreement for the initial term shall be [\$XX] to [very briefly describe the work that will be performed].

RECITALS:

1. The City adopted budget for Fiscal Year 2020-2021 communicates the Civic Life mission and goals. The 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. Civic Life grant programs foster its long-term goals:
 - a. 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 infrastructure for communities working toward equitable outcomes for all.
 - b. Adaptive Governance. The City's practices, policies and structure will better reflect communities when we can acknowledge that we do not all share – and yet we can collectively benefit from – each other's views. More adaptive governance is a crucial contributor to a City in which its members share its benefits and burdens more equitably. To realize more adaptive decision-making in community and government, we will:
 - Support inclusive cross-cultural, cross-issue organizing in communities 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 solve shared challenges;
 - Support communities in pursuing forms of governance that reflect their lived experience, values, and aspirations.
- c. Fulfilled and Empowered Portlanders. A progressive change in the 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;
 - Ensure 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.
2. The [name of Civic Life grant program] is an Office of Community & Civic Life (Civic Life) program that [describe the purpose of the specific grant program].
 3. [Provide detailed information about how this grant opportunity was communicated or explain why Grantee was selected without a competitive process]. [Grantee submitted a grant application for the Calendar Year 20XX or Fiscal Year 20XX-20XX for the [name of Civic Life grant program] and was selected as one of the [total number of selected organizations] recommended to be awarded a grant to [conduct the name of the program or project recommended for funding].
 4. [Briefly describe the program or project to be funded, its focus and how it aligns with or supports the mission of the grant program].
 5. Grantee was founded in [identify year founded], is a [briefly describe the organization, its mission and goals, communities of focus, type of work, etc.].
 6. Grantee's scope of work is consistent with the City of Portland Core Values of Anti-Racism, Equity, Transparency, Communication, Collaboration, and Fiscal Responsibility as adopted by City Council on June 17, 2020.
 7. In accordance with the Fiscal Year [20XX-XX] Budget, the City now desires to make a grant award to Grantee in an amount not to exceed [\$\$\$].

THEREFORE, in consideration of the mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1 SCOPE OF WORK, EXPECTED OUTCOMES AND PAYMENT SCHEDULE

Grantee agrees to implement the work as described in Attachment A Scope of Work, Expected Outcomes and Payment Schedule, within the budget described in Attachment B Budget. Attachment A and Attachment B are incorporated by reference.

ARTICLE 2 AGREEMENT PERIOD

The Agreement shall begin on the Effective Date and end upon the expiration date of [month/day/year]

unless terminated or extended under the applicable Agreement provisions. Expenses incurred starting on Effective Date are eligible expenses for the grant funds reimbursement.

ARTICLE 3 SPECIFIC CONDITIONS OF THE GRANT

3.1 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.

3.1.1 Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.

3.1.2 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.

3.1.3 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.”

3.2 **City Grant Manager.** City hereby appoints the following Civic Life staff to act as its City Grant Manager with regard to this Agreement. City may, from time to time, designate another person to act as the City Grant Manager and will inform Grantee in writing of any change in the Grant Manager.

[CIVIC LIFE STAFF NAME]

City of Portland, Office of Community & Civic Life

Address: [STAFF ADDRESS]

Phone: [STAFF PHONE]

Email: [STAFF EMAIL]

3.3 **Grantee Project Manager.** Grantee hereby appoints the following staff 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.

[STAFF NAME]
[ORGANIZATION NAME]
Address: [STAFF ADDRESS]
Phone: [STAFF PHONE]
Email: [STAFF EMAIL]

- 3.4 Billings/Invoices/Payment. The City Grant Manager is authorized to accept, approve or recommend approval for work, billings, and invoices submitted pursuant to this Agreement and to carry out all other City actions referred to in this Agreement.
- 3.5 Report. Grantee will complete and submit to the City Grant Manager the following periodic progress reports:
- 3.5.1 Partial Report: signed Partial Reporting Form, template included as Attachment C, [insert due dates and intervals (monthly, quarterly, etc.) for Partial Report(s)].
- 3.5.2 Final Report: signed Final Reporting Form, template included as Attachment C, [insert due date for Final Report, usually no more than 30 days after the termination of the Agreement].

4 PAYMENTS

- 4.1 City will fund the work described in Attachment A in an amount not to exceed [\$XX] for [fiscal year 20XX-20XX or calendar year 20XX]. [Complete one section of the following three sections, depending on whether there are no advances, a full award advance or a partial advance. Delete the other two sections that are not applicable.]
- 4.2 [If no advances are authorized.] This is a cost reimbursable grant, meaning Grantee will only be reimbursed for eligible expenses incurred. Grantee will submit [monthly or quarterly] invoices using Attachment D (Invoice/Request for Payment Template) and include itemized expenses report per Attachment B (Budget) to the City Grant Manager for approval. City will pay Grantee the amount of the invoice within 30 days of the approval date. Payments will be made after City review and approval of Grantee's invoice and any after reviewing any periodic progress reports. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates.
- [If a full award advance is authorized.] City may advance the Grantee the full grant award value upon execution of this Agreement and receipt of a request. Grantee will report using Attachment D (Invoice/Request for Payment Template) on full expenses and include itemized expenses report per Attachment B (Budget) to the City Grant Manager for approval. Grantee will submit a Final Report with the itemized expenses report and budget within 30 days of receipt of the full award advance [or by this due date]. Reported expenses will be charged against the advance. If Grantee received funds in advance which exceed actual expenditures under this Agreement, all such funds shall remain property of the City and shall be returned to the City with the full cost accounting.
- [If a partial advance is authorized.] City may advance the Grantee a [name amount or quarter of/third of] the full grant award value upon execution of this Agreement and receipt of a request. Remaining eligible expenses will be reimbursed after expenses are incurred and documentation

has been submitted. Grantee will submit [quarterly/monthly] invoices using Attachment D (Invoice/Request for Payment Template) and include itemized expenses report per Attachment B (Budget) to the City Grant Manager for approval. Grantee will report on all expenses to be charged against the advance within 30 days of receipt of the partial award advance [or by this due date]. City will pay Grantee the amount of the invoice within 30 days of the approval date. Payments will be made after City review and approval of Grantee's invoice and periodic progress report using Attachment C (Reporting Form), which is due on [the agreed upon date]. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates. If Grantee received funds in advance which exceed actual expenditures under this Agreement, all such funds shall remain property of the City and shall be returned to the City with the full cost accounting.

- 4.3 If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required services, or take any actions required by the 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.
- 4.4 Grant payments under this Agreement may be used only to provide the services or take the actions listed in Attachment A and expenses listed on Attachment B and shall not be used for any other purpose. Any changes to the Scope of Work (Attachment A) and approved Budget (Attachment B) must be authorized in writing in an amendment before any expenditure of funds in new amounts or line items.
- 4.5 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.
- 4.6 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.
- 4.7 Prevailing wage indemnity. Grantee shall indemnify, defend and hold harmless the 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 Oregon Revised Statutes 279C.800 to 279C.870 and any applicable administrative rules or policies.

5 GENERAL GRANT PROVISIONS

- 5.1 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 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee 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.
- 5.2 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.

- 5.3 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.
- 5.4 Non-exclusive Remedy 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.
- 5.5 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 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 which would require payment from any unused grant funds.
- 5.6 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.
- 5.7 Amendment. Amendments to this Agreement, including any increase or decrease in the grant amount or changes to the Scope of Work or Budget, must be in writing, approved to form by the City Attorney and executed by the authorized representatives of the Parties.
- 5.8 Respectful Workplace Behavior; Non-discrimination; Civil Rights. The City is committed to a respectful work environment free of harassment, discrimination and retaliation and other inappropriate conduct. Each individual has a right to a work in a professional atmosphere where all individuals are treated with respect and dignity. The City's Human Resources Administrative Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City. Grantee shall comply with HRAR 2.02 Prohibition Against Workplace Harassment, Discrimination and Retaliation as further described at: <https://www.portlandoregon.gov/citycode/article/12121> (or as maintained in the Auditor's Office Portland Policy Documents).

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, disability status, familial status, sexual orientation, gender identity or expression, or national origin. Grantee shall take actions to ensure 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 will comply with applicable sections of U.S. Executive Order 11246 Equal Employment Opportunity.

- 5.9 Maintenance of and Access to Records. Grantee shall maintain all books, vendor receipts, and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries and benefits, 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 related to the fund opportunity, for six years after City makes final grant payment or the termination date of this Agreement, whichever is later. The City may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 5.10 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 during this Agreement and during the four-year period established in section 5.9 Maintenance of and Access to Records. 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.
- 5.11 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 or its contractors in the performance of this Agreement.
- 5.12 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. Grantee shall not commence work until Grantee has met the insurance requirements in this section and Grantee has provided insurance certificates approved by the City Attorney. Grantee shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 5.12.1 Insurance Certificate. As evidence of the required insurance coverage, Grantee shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Agreement. The certificates shall list the City as certificate holder. Grantee shall maintain continuous, uninterrupted coverage for the Term of this Agreement and to provide insurance certificates demonstrating the required coverage for the Term of this Agreement. Grantee's failure to maintain insurance as required by this Agreement constitutes a Material Breach of this Agreement. Grantee must notify the City in writing thirty (30) calendar days prior to a cancellation, non-renewal, or changes to the

insurance policy.

- 5.12.2 Additional Insureds. For commercial general liability coverage, Grantee shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents, and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
- 5.12.3 Insurance Costs. Grantee shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance. Insurance costs only qualify as acceptable expenses when predicted on budget as *pro rata* cost with a disclosed and approved the allocation method by the City Grant Manager.
- 5.12.4 Coverage Requirements. Grantee shall comply with the following insurance requirements:
- 5.12.4.1 Commercial General Liability. Grantee shall acquire commercial general liability (“CGL”) and property damage insurance coverage in an amount not less than **\$2 million per occurrence** for damage to property or personal injury arising from Grantee’s work under this Agreement.
- Required and attached
 - Reduced by Authorized Bureau Director
 - Waived by Authorized Bureau Director
- 5.12.4.2 Automobile Liability. Grantee shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than **\$2 million for each accident**. Grantee’s insurance must cover damages or injuries arising out Grantee’s use of any vehicle.
- Required and attached
 - Reduced by Authorized Bureau Director
 - Waived by Authorized Bureau Director
- 5.12.4.3 Workers’ Compensation. Grantee shall comply with Oregon workers’ compensation law, ORS Chapter 656, as it may be amended. If Grantee is required by ORS Chapter 656 to carry workers’ compensation insurance, Grantee shall acquire workers’ compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers’ compensation insurance on file with the City for the entire period during which work is performed under this Agreement. Grantee shall acquire workers compensation coverage in an amount not less than **\$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit**.
- Required and attached
 - Proof of exemption (Complete Independent Certification Statement)
- 5.12.4.4 Physical abuse and sexual molestation liability. Grantee shall acquire and keep in effect during the term of this Agreement, Physical abuse and sexual molestation liability insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the City covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Grantee, and the Grantee’s employees and volunteers.

Coverage shall be written on an occurrence basis in an amount of not less than **\$ 1 million per occurrence**. Any annual aggregate limit shall not be less than **\$3 million**. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- Required and attached
- Waived by Authorized Bureau Director

- 5.13 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.
- 5.14 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.
- 5.15 Conflict of Interest. No City officer or employee, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. City officers or employees 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 a waiver is obtained from the City in writing.
- 5.16 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.
- 5.17 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.
- 5.18 Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain, submit and retain 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, submit and retain an independent financial review. One copy of all required financial audits or reviews shall be submitted to the City Grant Manager within 30 days of audit completion or upon request by the City Grant Manager.

- 5.19 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.
- 5.20 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.
- 5.21 Program and Fiscal Monitoring. City shall monitor on an as-needed basis to ensure 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 City 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.
- 5.22 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- 5.23 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.
- 5.24 NOTICE: All notices to, and other written communication between the Parties shall be deemed received five Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth in Article 3.2 and 3.3 of this Agreement, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within 30 calendar days.
- 5.25 Termination or amendment by failure to receive adequate funding. The City may terminate or amend these grants if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its administrative discretion, to continue to make payments for the performance of this Agreement.

Grant Agreement: **[XXXXXX]**

Grant Agreement Title: **[TITLE OF GRANT AGREEMENT]**

GRANTEE

Authorized Signature

Date

[Printed Grantee Name and Title]

Address:

Phone:

Email:

Template

Grant Agreement: **[XXXXXX]**

Grant Agreement Title: **[TITLE OF GRANT AGREEMENT]**

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
Bureau Director

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Template

ATTACHMENT A
SCOPE OF WORK, EXPECTED OUTCOMES AND PAYMENT SCHEDULE
[CALENDAR YEAR 20XX OR FISCAL YEAR 20XX-20XX or designate time period]

Provide a brief description of the Project or Program:

As part of the [Program Name], Civic Life offers grants to community partners for [state purpose].
[Provide brief description of the purpose or the problem the grant funds are being used to address.]

Provide a brief Summary of the Scope of Work:

Based on the grant application or other information provided by the Grantee, the City Grant Manager will write a brief summary of the scope of work.

[Name of Partner] will [describe the high level planned activity].

Identify the activities that will be completed, the expected outcomes and the payment schedule:

Based on the grant application or other information provided by the Grantee, the City Grant Manager will write a description of the activities, expected outcomes and payment schedule.

Activity 1:

Describe the activity that the funding will support.

Activity 2:

More than one activity might be linked to a single Expected Outcome.

Expected Outcome:

Describe the outcome(s) that is expected once this activity or activities have been done.

Activity 3:

Expected Outcome:

Payment Schedule:

No advances:

Describe the frequency of the invoice and payments – monthly, quarterly, annually. This will be not less than monthly.

Partial advance:

Identify the dollar amount that will be advanced and the documentation that is required to be submitted to the City to clear the advance, as well as the due date to receive the documentation. Note that any unspent

funds must be returned to the City no later than 30 days after the termination date of the agreement.

Then, describe the frequency of the invoice and payments – monthly, quarterly, annually – for the remainder of the grant funds. This will be not less than monthly.

Full award advance:

Identify the dollar amount that will be advanced and the documentation that is required to be submitted to the City to clear the advance, as well as the due date to receive the documentation. Note that any unspent funds must be returned to the City no later than 30 days after the termination date of the agreement.

Template

ATTACHMENT B BUDGET

Please use format below or request an Excel file from the City Grant Manager.

Personnel Costs

Identify position title(s) , number of hours x hourly rate

Contracted Services

Title of service provider, number of hours x hourly rate

[Examples include meeting facilitation, website content development, or translation services]

Materials and Supplies

Examples include:

Advertising
Education – registration fees
Education – materials
Food/refreshments
Meeting room - space rental
Meeting room - electronic
Mileage/parking
Postage
Printing
Postage
Supplies

Administrative

Administrative overhead [up to 10 percent of grant award]

Total Grant Award Budget

[If applicable add the amount of other sources of funding and the total project or program budget.]

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 were your goals and 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, recruitment strategies, evaluations, data collected, and any additional comments or documents about the project 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 or project? Please provide specific examples and applicable 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>
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Specific Project Metrics »

Success measures	<i>[Please report on any applicable metrics]</i>
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Participants Demographics » [See attached demographic info form]

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. 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 members. Completion of this form is not required and is therefore completely voluntary. Data collected with this form should be submitted to the City Grant Manager as part of progress reports.

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.

- | | |
|---|--|
| <input type="checkbox"/> Female | <input type="checkbox"/> Male |
| <input type="checkbox"/> Gender expansive (e.g., non-binary, agender, gender fluid) | |
| <input type="checkbox"/> Transfeminine | <input type="checkbox"/> Transmasculine |
| <input type="checkbox"/> Two Spirit | <input type="checkbox"/> Not sure or undecided |
| <input type="checkbox"/> Prefer not to disclose | |
| <input type="checkbox"/> Prefer to describe: | |

What is your current employment status?

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Employed, full-time | <input type="checkbox"/> Employed, on call | <input type="checkbox"/> Retired |
| <input type="checkbox"/> Employed, part-time | <input type="checkbox"/> Not employed | <input type="checkbox"/> Disable |
| <input type="checkbox"/> Prefer not to disclose | | |

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

- | | | |
|--|------------------------------------|---|
| <input type="checkbox"/> Rent | <input type="checkbox"/> Own | |
| <input type="checkbox"/> Apartment | <input type="checkbox"/> House | <input type="checkbox"/> Duplex |
| <input type="checkbox"/> Condo | <input type="checkbox"/> Shelter | <input type="checkbox"/> Mobile home |
| <input type="checkbox"/> Van, boat | <input type="checkbox"/> Houseless | <input type="checkbox"/> Prefer not to disclose |
| <input type="checkbox"/> Prefer to describe: | | |

[For Cannabis Social Equity Grants, please include the following question. Otherwise, please delete.]

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

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> 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	
City Grant Agreement Number		Grantee Invoice Number	

Total Grant Award: \$X
 Total invoiced to date: \$X
 Total advanced to date: \$X [if applicable]
 Balance remaining: \$X

Budget Category	Item Description	Quantity	Rate	Amount
[Supplies]	[Racial equity workbooks]	15	\$10	\$150
Administrative overhead (up to 10% of award)	Administrative management and oversight			
Total Expenses			\$	\$ 0.00
Amount due				\$

Prepared by:	
Signature:	Date:

NOTE: Please attach itemized expense report and/or payroll report per approved budget to this invoice.

IMPACT STATEMENT

Legislation title: Authorize grant agreement with the McKenzie River Gathering Foundation for the Disability Leadership grant program in amount \$112,752 (Ordinance)

Contact name: Touk Keo, Andrea Williams
Contact phone: 503-865-6133, 503-823-5907
Presenter name: Touk Keo, Andrea Williams

Purpose of proposed legislation and background information:

The *Disability Leadership Sponsorship & Grant Opportunity* supports work that offers concrete ways for people with disabilities, especially disabled people who experience oppression related to additional intersecting identities, to engage in local government and their communities. This funding allocation is a response to community feedback from our 2017 & 2018 disability leadership cohorts who, alongside fellow community members, called for the City to resource organizations and grassroots groups to continue capacity-building efforts among people with disabilities.

In recognition of both Citywide equity goals and long-standing disparities in the access to resources between white-led and BIPOC-led disability efforts, Civic Life's Disability Program intentionally engaged BIPOC and immigrant & refugee disability communities throughout this process. Through these grants and sponsorships, we aim to continue Civic Life Disability Program's efforts to build disability communities' capacity with a focus on advancing race and disability equity.

Civic Life led an inclusive and thorough RFP and selection process. The selection committee is recommending 10 nonprofits receive grants of up to \$10,000 each. To distribute the grants, Civic Life is partnering with the McKenzie River Gathering (MRG) Foundation. The MRG Foundation is an Oregon-based 501 c3 nonprofit organization with decades long history and track record of grant making to small, social justice focused and community-led organizations. They have the staff capacity, grant making experience, technical knowledge, and community trust necessary to serve as fiscal agent of this grant program.

Financial and budgetary impacts:

A total of \$68,000 in General Funds is allocated in Civic Life's Fiscal Year 2020-2021 adopted budget for Disability Leadership grant awards. An additional \$44,752 from Civic Life's Fiscal Year 2020-2021 adopted budget, from additional savings due to unspent external materials and services due to COVID 19, is being re-directed to the Disability grant program for a total of \$112,752.

Community impacts and community involvement:

As shared above, this funding opportunity is a direct result of community members' feedback on previous Disability Program efforts.

Additionally, before this funding opportunity was released to the public, Civic Life staff held two listening sessions on August 28, 2020 and September 23, 2020. At these sessions, we reviewed the opportunity's history, purpose, scope, funding, and timeline and solicited feedback about specific aspects as well as whether this opportunity was useful and necessary, especially in the context of the COVID-19 pandemic and racial justice uprisings. After each session, we provided responses to participants' feedback.

More than 40 people were invited to attend each session, representing Black and indigenous-led organizations, immigrant and refugee organizations, Houseless, LGBTQIA+ and a mix of disability-specific and cross disability organizations. Approximately 25 people attended the first session and 20 attended the second, including people who identified as BIPOC, LGBTQIA, immigrants or refugees, and members of the houseless community. Our attendees were also cross-generational and represented many different organizations.

We received valuable feedback at these sessions. In addition to revising the application to enhance clarity and extending our original timeline for both applications and workplans, we raised the maximum funding amount and Civic Life allocated significant additional funding to this effort. The additional funding and increased maximum were our effort to respond to community concerns that adequately providing for access needs in program activities would require a larger budget, something that we plan to consider in future efforts as well.

After this application was released, we hosted two information sessions, shared information in our newsletters and on social media, and continued personal outreach to identified underrepresented communities. We believe the cohort of awardees more closely reflects the diversity of Portlanders with disabilities as a result.

100% Renewable Goal:

N/A

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
- NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount