GRANT AGREEMENT NO.

This is Grant Agreement between the **CITY OF PORTLAND, OREGON** ("City" or "Grantor") and _____, a non-profit corporation (_____ or "Grantee"), for grant funding in an amount not to exceed _____.

RECITALS:

Pursuant to the Invitation to Submit a Request for Grant ("the Invitation") circulated publicly on or about _____, Grantor sought to provide grants to fund domestic violence victim-centered and culturally specific navigator/ advocacy services on site at the Gateway Center for Domestic Violence Services ("the Center'), located at 10305 E. Burnside Street, in Portland, Oregon. Grantee was selected upon its request for grant and its response to the Invitation.

AGREED:

I. Actions to be Taken By Grantee

In consideration of the grant of public funds provided by Grantor, Grantee agrees to perform the following actions and/or spend grant funds in the following way in accordance with the terms and conditions of this Grant Agreement:

Grantee will use grant funds to provide to the Center the following:

_____ FTE Navigator(s);

with cultural specialty and expertise in the following domestic violence advocacy services:

_____ African American
_____ Native American
_____ Russian Speaking
_____ Immigrant and Refugee advocacy services
_____ Spanish-speaking/Latina specific

II. Term of Grant

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 grant funds, unless sooner terminated under the provisions of this Grant Agreement or upon mutual agreement to terminate by the Grantor and Grantee. The Grant shall be for a term of three years, with navigator/advocacy services to be available to the Center within five (5) days from the effective date of the Grant Agreement or as otherwise agreed in writing between the Grantee and the Grant Project Manager.

III. Performance Specification

Grantee agrees to perform the tasks identified below and shall work closely with the Center's Director and other on-site and off-site partners to provide comprehensive victim-centered services. Grantee agrees to:

1. Provide trained navigators to meet with persons who seek or receive services at the Center ("participants") at the Center in order to provide victim-centered advocacy services including safety planning, lethality assessment, facilitation of restraining order applications and other civil legal services, information and referral and follow-up as directed by the participants, or as may be reasonably beneficial to offer to participants in the professional judgment of the navigators. Continue to provide additional training and/or educational opportunities to its navigators through the term of the Grant Agreement.

2. Support the navigators' participation in the development and evaluation of protocols and practices as they are developed particular to a Family Justice Center model that collocates various private and public entities. Navigators are expected to use approved services menus and descriptions provide information and referrals to participants based on the particular and individual needs of each participant.

3. Supervise the navigators to hold individuals from partner agencies in positive regard and be wiling to engage in problem solving and open communication across agencies when misunderstandings arise.

4. Participate with Center administration to develop and implement data collection and evaluation procedures. Grantees directly or through their navigators are expected to assist in collection and maintenance of information/data related to participant needs and services sought as required by Center administration.

5. Provide back-up navigators during absences of regularly assigned navigators who are adequately trained on Center procedures to provide services with a minimum of disruption to those procedures.

6. Participate with on-site supervisor (the Center's Director) on any necessary problem solving related to the navigators' work at the Center.

7. Attend meetings, trainings, and team building exercises as required by the Center's administration. Navigators are expected to participate on the multi-agency team consisting of all on-site partners at the Center. Depending on the scope of authority Grantee assigns to its navigator, Grantee may be additionally required to assign a Grantee representative, other than the navigator, to participate in the Center's activities.

8. Provide navigator(s) who can perform the following activities: crisis and safety planning;

facilitation of restraining order applications; provision of information related to partner social services delivery systems and public safety accountability systems including but not limited to the Department of Human Services – Self Sufficiency, civil legal assistance available at low and no cost in the community, and law enforcement and prosecution; client-directed navigation of services listed above and other services found on the campus and in the wider community; effective communication with participants and partners of the Center; flexibility and willingness to engage in continuous service improvement efforts; willingness to accept and act on guidelines for participant services as developed by the Center's administration in collaboration with all grant recipient agencies; participation in building a team culture in the Center including participation in meetings and trainings as determined by the administrator of the Center; and, participation in data collection and other evaluation activities as determined by the Advisory Council for the Center. Navigators are expected to justify and validate inconsistencies of practice if reasonably required for cultural sensitivity or other sound rationale.

9. Meet the following objectives: improve participants' understanding of available services including criteria to receive services and possible benefits to participants; create connections between participants and partner services when participants indicate need(s); improve communication with and respect for partner systems and services amongst participants and peers; track actions and results effectively; and, work across navigator agencies to build consistency and clarity of best-practice for navigation services.

10. Coordinate with the administrator of the Center to determine the work hours of the navigators who will perform work at the Center pursuant to this Grant, and provide back-up navigators to ensure uninterrupted grant services.

IV. Specific Conditions of the Grant

A. Qualification of Grantee: At the time of grant award and execution of this Grant Agreement, Grantee represents that it is a validly registered nonprofit corporation with tax exempt status under Section 501(c)(3) of the Internal Revenue Code that engages in domestic violence related services. Grantee shall maintain its non-profit tax exempt status and its domestic violence services during the term of the Grant Agreement. Grantee will provide documentation to substantiate its non-profit tax exempt status and its domestic violence service purposes as may be required by Grantor from time to time.

B. Publicity: Grantee will notify the City if Grantee desires to publicize its receipt of grant funding and shall work cooperatively with the Grant Manager in any joint press release. The City reserves the right to request Grantee include a statement that the City of Portland is not associated with and does not endorse the viewpoints that may be expressed in any of Grantee's distributed materials.

C. Records: Grantee will maintain all records for its program pertaining to the services provided under the Grant. Guidelines for the collection and maintenance of records will be developed and approved by the Center Advisory Council. Grantee agencies will adhere to the guidelines as approved by the Advisory Council. General organizational and administrative information will be made available to the Grant Manager, or other designated persons, upon request.

D. Grant Manager: The Grant Manager for this grant is Martha Strawn Morris, Director for the Gateway Center for Domestic Violence Services.

E. Amendment: The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change which seeks to increase the overall amount of the Grant must be approved by the City Council.

F. Billings/invoices/Payment: The Grant Manager is authorized to approve work, billings and invoices submitted pursuant to this Grant Agreement, and to carry out all other Grantor actions required in this Grant Agreement.

G. Reports: Grantee provide an annual Self-Evaluation of Grantee's actual methods and plan in partnering with the Center and other on-site partners, its strengths and weaknesses and proposal for self improvement. Grantee will cooperate with the Advisory Council's recommendations for reporting specifics for navigator grantee agencies as they are developed in cooperation with the grantee agencies.

V. Payments

A. Grantee will receive its funding as follows: $25,000 for each 0.5 FTE navigator (or $50,000 for 1.0 FTE navigator) during each one-year term, in quarterly installments. The initial quarterly installment (e.g. $6,250 for 0.5 FTE) will be given to Grantee within ten (10) days of the effective date of this Grant Agreement. Grantor will disburse a subsequent quarterly installment after the end of the preceding quarter for which work is required to be performed and upon documentation from Grantee that it provided the minimum work hours per week or per month of navigator/advocacy services at the Center.

B. If for any reason Grantee does not use grant funds, or fails to provide required services or to take all actions required by the Grant Agreement, Grantor may, at its discretion, terminate, reduce or suspend any grant funds that have not been paid and may require Grantee to immediately refund to the City the amount improperly expended or received by Grantee.

C. Grant payments under this Agreement may be used only be used pursuant to this Grant Agreement and shall not be used for any other purpose. In no event shall grant payments be used to pay Grantee's pre-existing obligations or other unrelated debts.

D. Grantee will keep receipts and evidence of payment of materials and services and time records and evidence of payment for program wages, salaries, and benefits, and Grantee services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

E. If, for any reason, Grantee's anticipated services or actions are terminated, discontinued or interrupted, the City's payment of funds under this grant may be terminated, suspended or reduced.

VI. 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. Grantor 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. Grantor may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Grantee's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Grantee shall incorporate the foregoing

requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement.

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 the City. The City, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of Grantee regarding its billings or its work hereunder. Grantee shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

G. AUDIT. The City, either directly or through a designated representative, may audit the records of Grantee at any time during the four year period established in the Subsection above. If an audit discloses that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to the City.

H. INDEMNIFICATION. Grantee shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Grantee's work or any of Grantee's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

1. Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

2. In the event Grantee's worker's compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Grantee agrees to provide the City such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. Grantee shall maintain commercial liability insurance that protects

Grantee and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from Grantee's work under this Grant Agreement. The insurance shall provide coverage for not less than $2,000,000 per occurrence. The City reserves the right to require additional insurance coverage as required by City policy or statutory or legal changes to the maximum liability that may be imposed on municipalities of the State of Oregon during the term of this Grant Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee.

2. Grantee shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If Grantee utilizes contractors to complete its work under this Grant Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if Grantee's contractors are employed in the performance of this Grant Agreement, Grantee and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Grantee shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City. Grantee's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

L. INDEPENDENT STATUS OF GRANTEE. Grantee is independent of the City and Grantee and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Grantee and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

M. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No City officer or employees who participated in the award of this Grant Agreement shall be employed by Grantee during the period of the Grant Agreement.

N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, Grantee shall comply with all applicable federal, state, and local laws and regulations. Grantee shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving $300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any Grantee receiving between $25,000 and $300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.

Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

R. INTEGRATION. This agreement contains the entire agreement between the City and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.

S. PROGRAM AND FISCAL MONITORING. The City shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.

T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.

U. ASSIGNMENT: This agreement cannot be assigned or transferred by Grantee without the prior written permission of City.

The Parties have executed this Grant Agreement in duplicate on the day and year written, and the corporate signature of Grantee being by authority of the Board of Directors of the executing

corporation.

Dated this _____ day of _____, 2010.

CITY OF PORTLAND

_____
Martha Strawn Morris, Director
Gateway Ctr for Domestic Violence Svcs
Date _____

Insert Name/Grantee

_____
Print Name _____
Title _____
Date _____

Fed. Tax ID No. _____
Portland Business License No. _____

APPROVED AS TO FORM

_____
City Attorney