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March 7, 2019

Housing Authority Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Accept the Award for the Meyer Memorial Trust Rural Housing DEI Funding Opportunity: Diversity, Equity, and Inclusion Technical Assistance

Purpose/Outcomes	Approval to apply for a grant that provides H3S and Housing Authority funding for Diversity, Equity, and Inclusion Training.
Dollar Amount and Fiscal Impact	Grant award \$10,000. No County General Funds are involved. No matching funds required. Funds will be used to hire a 3 rd party consultant to provide training.
Funding Source	Meyer Memorial Trust will fund this grant
Safety Impact	N/A
Duration	January 1, 2019 – December 31, 2019
Previous Board Action	8/16/2018
Contact Person	Erin Schwartz 503-742-5950
Contract No.	N/A

Background

The Department of Health, Housing, and Human Services (H3S) requests the approval to accept a grant from the Meyer Memorial Trust, Rural Housing DEI Funding Opportunity: Diversity, Equity, and Inclusion Funding Opportunity.

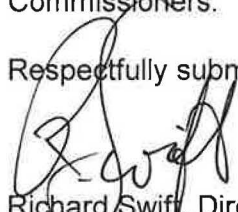
Meyer Memorial Trust has offered funding to organizations focused on affordable housing and that attended one of Meyer's Rural Housing Diversity, Equity, and Inclusion Workshops in 2018. This opportunity provides organizations with funding for up to 1 year to support affordable housing organizations' development, implementation, and advancement of diversity, equity, and inclusion work. Technical assistance will be focused on Diversity, Equity, and Inclusion training for Housing Authority staff as well as staff from Divisions and teams within H3S involved in affordable housing work.

We received the \$10,000 in funding. These funds will be used to hire a 3rd party consultant to provide technical assistance.

Recommendation

Staff recommends the Board approval to accept this grant funding and authorization for Richard Swift, H3S Director to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services



AWARD #18080792

GRANTEE: Housing Authority of Clackamas County
GRANT PURPOSE: Technical assistance funds for DEI training for Housing Authority staff
GRANT AMOUNT: \$10,000
GRANT PERIOD: 1 year
1/1/2019 to 12/31/2019

GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made by and between Meyer Memorial Trust, a trust organized under the laws of the State of Oregon ("Meyer Trust"), and Housing Authority of Clackamas County("Grantee"), effective as of 1/1/2019 (the "Effective Date").

RECITALS

- A. Meyer Trust is organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended ("IRC"). Meyer Trust is classified as a private foundation under IRC Section 509(a).
- B. Grantee is organized as a tax-exempt government entity.
- C. Meyer Trust wishes to make a grant to Grantee, subject to the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

- 1. **Grant Amount and Purpose.** Subject to the terms and conditions herein, Meyer Trust agrees to grant to Grantee \$10,000 payable in U.S. Dollars (the "Grant"). The Grant is being made for the purpose indicated above.
- 2. **Payment Schedule and Conditions.** The Grant will be disbursed as follows:

#	Amount	Disbursement Condition	Target Payment Date*
#1	\$10,000	Unconditional, following receipt by Meyer Trust of a signed copy of this Agreement.	January 2019

** The target payment dates set forth herein are targets only and Meyer Trust retains discretion to distribute payments on such dates as it determines.*

Meyer Trust shall have the right to withhold payments under the Grant for Grantees who fail to meet the reporting requirements set forth in the Agreement.

3. **Use of Grant Funds.** Grantee shall use the Grant only for the Grant Purpose described above, shall treat the Grant as restricted for the Grant Purpose, and shall repay to Meyer Trust any part of the Grant that is used for any purpose other than the Grant Purpose, unless Meyer Trust provides prior written consent for such use. Grantee is solely responsible for: (a) all activities supported by the Grant, (b) the content of any product or service created with the Grant, and (c) the manner in which such products or services may be disseminated.
4. **Grant Period.** The Grant is to be expended by Grantee in furtherance of the Grant Purpose during the grant period stated above. The Grant shall be spent in full by the end of the Grant Period unless otherwise agreed to by Meyer Trust. Grantee shall promptly notify Meyer Trust if it expects at any time that any portion of the Grant will not be spent by the end of the Grant Period, in which event the parties will discuss the status of the Grant, including any adjustments needed with respect to the end date of the Grant Period and/or to the Grant Purpose. If no adjustment to the end date of the Grant Period is agreed upon by the parties, Grantee shall repay to Meyer Trust any portion of the Grant which has not been spent by the end of the Grant Period.
5. **No Pledge.** Neither this Agreement nor any other statement, oral or written, express or implied, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Meyer Trust or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant shall be a separate and independent transaction from any other transaction between Meyer Trust and Grantee or any other entity.
6. **Reporting.**
 - a. Reporting Purpose. Meyer Trust views reports as a valuable learning tool and requests that Grantee be forthcoming and candid in keeping Meyer Trust informed of Grant-related activities (both positive and disappointing).
 - b. Reporting Obligations. Grantee shall provide grant reports to Meyer Trust as described below and as set forth in the attached Reporting Guidelines. All reports (other than phone check-ins) shall be in writing and shall be submitted by an authorized representative of Grantee per the instructions on the reporting guidelines on or before the specified due dates. Each written report shall include a narrative that describes Grantee's activities in furtherance of the Grant Purpose and with use of the Grant

funds in compliance with the terms of this Agreement. Grantee shall submit reports on the following schedule:

- i. Final Report. A final report shall be due by Grantee to Meyer Trust on or before 2/15/2020.

c. Additional Evaluation Activities; Additional Reports. From time to time during and after the end of the Grant Period, Meyer Trust may request that Grantee participate in additional evaluation activities to assist Meyer Trust in evaluating its grant programs. If Grantee believes in good faith that such additional evaluation activities will place a material financial burden on Grantee or interfere with the timely performance of Grantee's regular activities, Grantee shall notify Meyer Trust and the parties will confer in advance regarding any such requests.

7. **Recordkeeping and Accounting.** Grantee shall maintain a complete and accurate record of the Grant received and expenses incurred pursuant to this Agreement, and, if asked, shall answer questions and provide additional information as is reasonably necessary to verify compliance with the terms of this Agreement. Grantee shall retain such books and records for at least four (4) years after the end of the Grant Period.

8. **Goals.** Grantee has also provided program goals which are attached to this agreement.

9. **No Earmarking.**

a. No Earmarking for Lobbying. This Grant is not earmarked for carrying on propaganda or otherwise attempting to influence legislation within the meaning of IRC Section 4945(d)(1) ("Lobbying"), and Meyer Trust and Grantee have made no agreement, oral or written, to that effect. Meyer Trust and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Lobbying, even if Grantee's proposal or other communications between Meyer Trust and Grantee express an intent to use Grant funds for Lobbying, and (ii) any use of Grant funds by Grantee for Lobbying constitutes a decision of Grantee that is controlled by Grantee and made completely independently of Meyer Trust. In making this Grant, Meyer Trust is relying on Grantee's representations made in its grant application and attached proposed budget. Grantee represents and warrants that the budget attached hereto does not include any amount for Lobbying, and agrees not to change the project budget such that the amount funded by Meyer Trust under this Agreement (and any other agreements between the parties) exceeds the amount, if any, budgeted by Grantee for non-Lobbying activities of the project, as calculated for each year of the Grant.

b. No Earmarking for Re-Grants. This Grant is not earmarked for re-grant to individuals or organizations (collectively, "Re-Grants"). Meyer Trust and Grantee acknowledge and agree that (i) there is no agreement, oral or written, that obligates Grantee to use Grant funds for Re-Grants; (ii) there is no agreement, oral or written, whereby Meyer Trust may cause the selection of recipients of any Re-Grants; and (iii) any use of Grant funds by Grantee for Re-Grants constitutes a decision of Grantee that is controlled by Grantee and made completely independently of Meyer Trust.

10. **Prohibited Uses.** Notwithstanding anything to the contrary in this Agreement or any other

documents relating to the Grant, Grantee shall not use any portion of the Grant for any of the following purposes, and shall implement policies and procedures to prevent diversion of the Grant for any of the following purposes:

- a. Public Election; Voter Registration Drive. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive, within the meaning of IRC Section 4945(d)(2);
- b. Any Other Purpose. To undertake any activity for any purpose other than a charitable, scientific, religious, literary, or educational purpose within the meaning of IRC Section 170(c)(2)(B); or
- c. Violation; Private Inurement; Inconsistent Action. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

11. **Term and Termination.** This Agreement shall commence on the Effective Date and continue until the end of the Grant Period. If Meyer Trust determines, in its reasonable discretion, that Grantee has failed to comply with or otherwise breached any term or condition of this Agreement (including without limitation any reporting requirements) or that the Grant Purpose has been jeopardized, Meyer Trust may, upon written notice to Grantee, withhold further Grant payments to Grantee and/or terminate this Agreement. If such a termination of this Agreement occurs, Meyer Trust may require the return of all or part of the remaining Grant funds and/or any Grant funds spent in violation of this Agreement. In the event of such demand, Grantee shall immediately repay the requested funds to Meyer Trust. Meyer Trust shall have no liability to Grantee as a result of termination of this Agreement in accordance with this Section.
12. **Grantee Representations and Warranties.** Grantee represents and warrants that it is a tax-exempt government entity. Grantee further represents and warrants that it possesses, or will possess, all governmental franchises, licenses, certificates, permits, authorizations, and approvals necessary for it to perform its obligations under this Grant Agreement. Grantee further represents and warrants that it possesses, or will possess, all governmental franchises, licenses, certificates, permits, authorizations, and approvals necessary for it to perform its obligations under this Grant Agreement.
13. **Notice of Changes.** Grantee shall notify Meyer Trust immediately of any change in (a) Grantee's legal or tax status; (b) its executive director, chief executive officer, or other key personnel of Grantee related to the project being supported by the Grant; (c) the address, phone number, or email of Grantee's primary contact person; (d) Grantee's name or address; and (e) circumstances that may significantly affect or impact the operation of the project or the carrying out of the Grant Purpose.
14. **Control.** Meyer Trust and Grantee acknowledge and agree that neither Meyer Trust nor any "disqualified person" with respect to Meyer Trust (within the meaning of IRC Section 4946(a)) controls the Grantee within the meaning of IRC Section 4942.
15. **Compliance with Laws.** Grantee agrees to comply with all applicable laws, ordinances, and regulations during the Grant Period.
16. **Publications; License.** Upon Meyer Trust's request, any publications, studies or research funded by this Grant (excluding organizational internal assessments, feasibility studies, etc.)

shall be made available to the public with the exception of materials that are trademarked by other organizations. Grantee grants and agrees to grant to Meyer Trust an irrevocable, perpetual, royalty-free, nonexclusive license to copy, publish and distribute any publications, studies, or research funded by this Grant at Meyer Trust's sole discretion with the exception of materials that are trademarked by other organizations.

17. **Publicity.**

- a. Grantee. Meyer Trust encourages Grantee to refer to Meyer Trust's name when publicizing this Grant. Grantee is not required to obtain Meyer Trust's prior consent in publicizing this Grant; provided, however, that Grantee shall comply with the terms of this Agreement in all such public announcements and shall make clear that this Grant was made by Meyer Trust, a tax-exempt private foundation. Grantee shall also comply with the terms of Meyer Trust's trademark usage guidelines at <https://mmt.org/grantee-resources#media>
- b. Meyer Trust. Grantee acknowledges that Meyer Trust shall have the right to use the name and logo of Grantee in relation to this Grant and refer or link to Grantee, its website, and the Grant in its reasonable discretion in any press release, professional or trade publication, website, advertisement, or other public document or announcement, including without limitation, in a general list of Meyer Trust's supported organizations, in Meyer Trust's Form 990-PF, and as otherwise required by law.
- c. Trademarks. Any right granted to Meyer Trust or Grantee to use the other party's logo or any other trademark shall be revocable, non-exclusive, and non-transferable, and such party agrees to use such logo or trademark only in accordance with any trademark usage guidelines that the other party may provide from time to time. Meyer Trust's logo usage and quote request guidelines can be found online at <https://mmt.org/grantee-resources#media>. Each party agrees, upon request, to provide samples of such party's usage of the other party's logo or trademarks, and each party agrees to terminate usage of any such logo or trademark if such usage fails to meet the other party's trademark usage guidelines or quality standards or otherwise upon the other party's reasonable request. Each party agrees that any goodwill arising from use of the other party's logo or trademarks shall inure only to the benefit of the other party.

18. **Acknowledgement.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by specific reference to the U.S. Internal Revenue Code. Grantee agrees that if Grantee has any questions about its obligations under this Agreement, including those incorporated by reference to the U.S. Internal Revenue Code, Grantee will promptly contact its own legal counsel.

19. **Certain Activities.** Grantee acknowledges that Meyer Trust is required by U.S. law to ensure that none of its funds are used directly or indirectly (i) to conduct or support terrorist activity; (ii) to support individuals or entities identified as terrorists; (iii) to support persons or organizations listed on the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control ("OFAC") of the United States Department of Treasury (the "SDN List") or otherwise the target of economic or trade sanctions as administered by OFAC or any other U.S. government agency; (iv) to conduct or support money laundering; or (v) to make corrupt payments to government officials. Grantee shall use its best efforts to ensure that Meyer Trust's funds are not so used. To

assist Meyer Trust in complying with all applicable laws and regulations, Grantee agrees to provide Meyer Trust such information as it may reasonably request, including without limitation, information about persons or organizations receiving funds from Grantee.

In the event Meyer Trust has reason to believe that a breach of the terms and conditions of this Section has occurred or may occur, Meyer Trust may immediately terminate this Agreement or withhold further payments until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. In no event shall Meyer Trust be obligated under this Agreement to take any action or omit to take any action that Meyer Trust believes in good faith would cause it to be in violation of any U.S. laws.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to its conflict of laws provisions.
21. **Entire Agreement.** This Agreement (including any attached exhibits which are hereby incorporated by reference) constitutes the entire agreement with respect to the subject matter hereof, and shall supersede any prior or contemporaneous oral or written agreements, understandings or communications or past courses of dealing between Meyer Trust and Grantee with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing by duly authorized representatives of both parties.

The undersigned certifies that he or she is a duly selected and authorized officer or representative of Grantee and is authorized to accept the Grant on behalf of Grantee, to obligate Grantee to observe all of the terms and conditions placed on the Grant, and, in connection with the Grant, to make, execute, and deliver on behalf of Grantee all grant agreements, representations, receipts, reports, and other instruments of every kind.

MEYER MEMORIAL TRUST

By:



Michelle J. DePass

President & Chief Executive Officer

Date: 1/3/19

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By:

Name: _____

Title: _____

Date: _____

Meyer Sample Project Budget

To learn how to download this table, watch <https://goo.gl/eEY1s7> this video:

This is a suggested budget template we are making available as a resource; you are not required to use it and may submit your project budget in whichever format you want, provided that we get the same information: revenues, expenses, and what portion of the budget comes from Meyer funds.

Sub-total and total rows have auto-sum formulas, but feel free to add/delete rows and columns and fit this budget to your needs.

Housing Authority of Clackamas County's Project Budget

PROJECT REVENUE	GRANT PERIOD				Notes/Description/Calculations
	Project Year 1	Project Year 2 (if applicable)	Project Year 3 (if applicable)	Total Project Revenue	
	January 1, 2019 - December 31, 2019	(enter date range here)	(enter date range here)		
Grants (please note if grant is pending, secured or you will apply.) Meyer Memorial Trust DEI Technical Assistance (applying) [Grant 2] [Grant 3]				\$0.00 \$0.00 \$0.00	
Sub Total Other Grants	\$0.00	\$0.00	\$0.00	\$0.00	
Meyer Grant (this request)	\$10,000.00			\$10,000.00	
Individual Donations				\$0.00	
Memberships				\$0.00	
Corporations				\$0.00	
Special Events				\$0.00	
Government Grants and Contracts				\$0.00	
Earned Revenue				\$0.00	
Other Revenue (specify)				\$0.00	
TOTAL PROJECT REVENUE	\$10,000.00	\$0.00	\$0.00	\$10,000.00	

PROJECT EXPENSES	GRANT PERIOD						Total Project Expenses	Total Meyer Funding	Notes/Description/Calculations
	Project Year 1	Meyer Funding for Year 1	Project Year 2	Meyer Funding for Year 2	Project Year 3	Meyer Funding for Year 3			
Project Personnel Expenses [Job title, FTE] [Job title, FTE] Taxes and Benefits							\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	
Sub Total Personnel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Non-Personnel Expenses Contractual/Professional Services Travel Meetings and Training (venue, food, etc.) Technology/Equipment Office Supplies Printing and Copies Telephone, Postage Other Expenses (specify)	\$10,000.00 \$1,000.00 \$375.00 						\$10,000.00 \$0.00 \$1,000.00 \$0.00 \$0.00 \$375.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
Sub Total Non-Personnel Expenses	\$11,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,375.00	\$0.00	
Indirect/Overhead							\$0.00	\$0.00	
TOTAL PROJECT EXPENSES	\$11,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,375.00	\$0.00	

2018 Meyer Outcome & Reporting Chart
[Click here](#) for instructions and examples on how to complete this form.

Organization: Housing Authority of Clackamas County		Project: Diversity, Equity and Inclusion Training	
Meyer portfolio: Housing Opportunities		Which portfolio goal does the project contribute to? Strengthening the Sector	
Which of the portfolio's outcome(s) does the project contribute to? Equity Focus			
GRANT AGREEMENT			
Grant outcomes: List 1-3 key grant-specific outcomes (i.e. changes or end results) that you will achieve as a result of your work. (Outcomes should be realistic and achievable within the grant term and should contribute to advancing the Meyer portfolio outcome(s) listed above.)	How will you demonstrate that you have achieved each outcome? (List a target #, % change, specific deliverable or qualitative measure of change)	Which grant year will you complete this in? (e.g. Year 1, Year 2, end of grant)	List your actual achievement for each outcome for each grant year
1. Institutionalization of a culture of equity in the organization.	DEI trainings for staff and/or board	End of grant	
2. Changes in organizational policy, structures, hiring and retention practices	Develop a DEI action plan	End of Grant	
3.			
For multi-year grants: List 1-2 interim benchmarks for each year prior to the final grant year that will demonstrate that you are making progress towards achieving your grant outcomes.	How will you demonstrate that you have reached each interim benchmark?	Which grant year will you complete this in?	List your actual achievement for each interim benchmark for each relevant grant year
n/a			
Diversity, Equity and Inclusion (DEI): List 1-3 specific changes that will occur at an organizational and/or project level during the grant period as a result of your DEI work. (If this is already addressed in other sections of this chart, write "see above".)	How will you demonstrate that you have achieved each DEI change?	Which grant year will you complete this in?	List your actual achievement for each DEI change for each grant year
See Above			



Grant Report Guidelines for Small Grants

The annual report is an opportunity for you to reflect on your grant project and share your insights and lessons learned. Grantees' annual reports help Meyer to analyze our funding strategies, assess our overall impact and inform future planning. We encourage you to be open and honest in sharing your challenges, frustrations and feedback as well as your successes. The lessons you learn in facing obstacles are as valuable to us as your successful outcomes.

We recognize that projects do not always unfold exactly as originally planned. The annual report also gives you an opportunity to explain any changes you may have made to the project plans, and to identify potential future course corrections to help you meet your goals.

Please remember that any significant proposed changes to your grant project plan, outcomes or budget must be discussed with and approved by your Meyer staff contact prior to implementing changes.

Report instructions

Your report should include:

- A narrative report that responds to the questions below
- The required attachments

Please include your organization name and grant number in the file name of your documents.

If your grant agreement notes a phone check-in in lieu of a report, program staff will schedule an informal phone check-in with you near the date indicated in the grant agreement. The staff contact will provide questions and any requests for supplemental materials in advance of the phone check-in.

Please submit your reports electronically at <http://grantis.mmt.org>. Contact us at grantops@mmt.org or 503-228-5512 if you need your log-in. Please do not email reports directly to your Program Officer.

Narrative questions

Answer the narrative questions as briefly and succinctly as possible. Use bullet points when appropriate. Don't repeat information that is captured in the attachments; just reference the attachments in your response. Please limit your response to two pages.

Questions for final reports

1. Were the project goals achieved? If not, please explain.
2. Describe the one most important way that the project contributed toward strengthening the housing sector by building capacity, diversity, equity and inclusion, and collaboration.
3. Did you encounter any unexpected opportunities or challenges with your project that impacted your ability to achieve the benchmarks and outcomes listed in your Outcome and Reporting Chart?
 - a. If yes, briefly describe the opportunities or challenges you experienced and how you responded to them.
4. Have there been any significant changes in your organization that impacted your work on this project?
5. How will this project affect your organization and its work moving forward? What are your next steps?

Required attachments

- An updated Outcome and Reporting Chart. (For Instructions on how to fill out the Chart, [click here.](#))
- A completed Demographic Information Survey (complete and submit online at <https://www.surveymonkey.com/r/MeyerGranteeSurvey>)
- An accounting of Meyer grant expenditures to date compared with the approved budget
- Any materials that were produced with Meyer funds and are included in your grant deliverables



January 1, 2019

Chuck Robbins
Executive Director
Housing Authority of Clackamas County
13930 S. Gain Street
Oregon City, OR 97045

Re: *No. 18080792-Grant*

Dear Chuck:

I am pleased to inform you that Meyer Memorial Trust has approved a grant of \$10,000 to support DEI training for Housing Authority staff.

The enclosed grant agreement sets forth the terms and conditions of the award. After your careful review, this document should be signed and one copy returned to Meyer. Please make sure that a copy is available throughout the period of the grant to all appropriate individuals in your organization.

Please contact us if you have any questions about this agreement or, subsequently, about the implementation of the grant. Unless notified otherwise, Lauren Waudé will be your primary contact for this award. While we anticipate that everything will go well with this award, please do not hesitate to contact us if challenges arise.

Congratulations on your successful proposal and best wishes as you undertake this work.

Sincerely,

A handwritten signature in black ink that reads 'MJ DePass'.

Michelle J. DePass
President & Chief Executive Officer