

GRANT AGREEMENT NO.**EXHIBIT A(1)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and CENTER FOR INTERCULTURAL ORGANIZING ("GRANTEE") in an amount not to exceed \$74,710.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for under-engaged communities, with a focus on communities of color, immigrants and refugees, through the Diversity and Civic Leadership Organizing Project. The Office of Neighborhood Involvement supports such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their communities and the City.

GOALS:

The goal of this grant agreement is to enhance community involvement of under-engaged people, with a focus on communities of color, immigrants and refugees, in efforts to improve community livability and public safety, organizational capacity and self-empowerment at the community level and to implement the goals and recommendations of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following:

1. Increase the number and diversity of people involved in their communities through:
 - Increasing the power and voice of under-engaged people;
 - Overcoming common barriers to participation;
 - Providing effective communication to keep the community informed about issues and opportunities for involvement; and,
2. Strengthen community capacity through:
 - Fostering social ties and a sense of community identity;
 - Supporting the community's capacity to take action to move forward its priorities;
 - Fostering networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations; and,
3. Increasing community impact on public decisions through:
 - Making public decision-making more responsive and accountable to community input.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following ways:

A. ANNUAL ACTION PLAN AND BUDGET

Develop an annual action plan with activities, benchmarks, and deliverables to carry out Core Program Functions describe in Section B below. Provide proposed annual project budget for this grant.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all GRANTEES funded by the Diversity and Civic Leadership Organizing Project.

1. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED IN THEIR COMMUNITIES

- a. Increasing the power and voice of under-engaged people. GRANTEE will create leadership training opportunities for people of color, immigrants and refugees using culturally appropriate models.
- b. Engage the full diversity of our communities by addressing common barriers to participation. GRANTEE will identify best practices and implement appropriate strategies to:
 - i. Make opportunities for participation more worthwhile, rewarding and effective;
 - ii. Make meetings and events welcoming and accessible to all; and/or,
 - iii. Overcome logistical barriers to participation.
- c. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in. GRANTEE will:
 - i. Facilitate communication and information sharing through print newsletters, flyers, list-serves, e-newsletters, and web communications;
 - ii. Promote dialogue and communication through new technologies; and/or,
 - iii. Promote culturally appropriate direct outreach and communication strategies.

2. STRENGTHEN COMMUNITY CAPACITY

- a. Foster social ties and a sense of community identity. GRANTEE will identify best practices and provide training and support to implement appropriate strategies, such as:

- i. Community building via block parties, community and multi-cultural fairs and festivals, and/or face-to-face relationship building to foster mutual understanding, and/or.
 - ii. Publicizing community identities and assets.
 - b. Support the community's capacity to take action to move forward its priorities. GRANTEE will:
 - i. Participate in efforts to build a citywide leadership and advocacy skills leadership training program with neighborhood and community-based organizations; and/or,
 - ii. Provide targeted staff support to communities experiencing a high degree of development pressure or other major changes.
 - c. Foster networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations and interest groups. GRANTEE will:
 - i. Promote opportunities for communities and neighborhoods to come together through citywide assemblies that bring together a wide range of people and organizations to network, share information and best practices, discuss issues, identify common concerns and desires, and deliberate over citywide policy and planning priorities;
 - ii. Promote collaboration between organizations by fostering partnerships as well as issue- and project-based collaborations among different groups; and/or,
 - iii. Bring together different communities and interests to build shared understanding foster local and citywide dialogue on controversial and divisive issues; facilitate "study circles" and listening sessions to build shared understanding as well as provide mediation and conflict resolution as needed.
- 3. INCREASING COMMUNITY IMPACT ON PUBLIC DECISIONS
 - a. Making public decision-making more responsive and accountable to community input. GRANTEE will:
 - i. ONI Programs: Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with each program below.

- Participation on ONI BAC. Have a minimum of one representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the development of DCL program inclusion in the ONI Standards.
 - Participation on other ONI committees. Is encouraged to recruit a representative on other ONI related policy and advisory committees.
 - Collaboration with ONI programs. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.
- ii. Engage with City bureaus and elected officials: Develop a strategy for developing:
- Collaborations and partnerships with City bureaus and elected officials on topics of interest to your constituents,
 - Organizing constituents to meet with City elected officials and agencies on topics of interest to your constituents,
 - Recruitment efforts to get more community members to apply and serve on City advisory committees, boards and commissions, and various public involvement opportunities.

C. DOCUMENT MANAGEMENT

Contact data and mailing lists. Member contact data and mailing lists of GRANTEE are the property of the GRANTEE and are not subject to public records requests.

D. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.
 - a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: Increasing the number and diversity of people involved in their communities; strengthening community capacity; and increasing community impact on public decisions. The highlights can include description

of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.

- b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.

2. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors;
 - ii. Budget. Project operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iii. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - iv. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - v. GRANTEE shall file any changes to *a* through *k* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices and expense report for quarterly reimbursements. To help with scheduling the quarters are:
 - i. A first quarter report for July 1 - Sept. 30 to be provided after October 1 with submission of invoice.
 - ii. A second quarter report for Oct. 1 – Dec. 31 to be provided after January 1 with submission of invoice..
 - iii. A third quarter report for Jan. 1 – March 31 to be provided after

April 1 with submission of invoice..

- iv. A fourth quarter report for April 1 – June 30 to be provided after July 1 of the following year with submission of invoice..

- 3. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 4. Grant Manager: The Grant Manager for this grant is Jeri Williams, Diversity and Civic Leadership Program Coordinator at the Office of Neighborhood Involvement.
- 5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 6. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The Director of ONI, or their designee, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The Director of ONI, or their designee, is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director of ONI, or their designee, before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.

- E. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- F. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- G. Compliance with standards: GRANTEE shall comply with applicable City of Portland fiscal policies and City Ordinances.
- H. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting GRANTEE project funded by ONI.

- I. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- J. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- K. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

III. ACTIONS TO BE TAKEN BY THE CITY, OFFICE OF NEIGHBORHOOD INVOLVEMENT

To assist the GRANTEE in carrying out its obligations, ONI shall administer this contract in compliance with the City's administrative policies and procedures and the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* including but not limited to the following:

A. COORDINATE DIVERSITY AND CIVIC LEADERSHIP PROGRAM

- 1. Coordinate Diversity and Civic Leadership Program: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee in planning, developing and coordinating Portland's Diversity and Civic Leadership Program.
- 2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
- 3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.
- 4. Support joint meeting Support ongoing meetings of Diversity and Civic Leadership GRANTEE staff and leaders for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Diversity and Civic Leadership Program action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate grant agreements and maintain fiscal and program accountability for the funds routed to each GRANTEE through their boards of directors.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the GRANTEES through their boards including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use.
 - b. ONI shall perform annual on-site performance visits.
 - c. ONI shall confer with the GRANTEE regarding any problem areas relating to the performance of this contract by either party; and
 - d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. FUNDING ADVOCACY AND DEVELOPMENT

1. Advocacy with City Council: Advocate with Council for continued and expanded funding to support the Diversity and Civic Leadership Program to maximize its potential.
2. Alternative Funding Source Identification: Notify GRANTEES of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

Citywide leadership training system. ONI will work with GRANTEES to develop a citywide leadership training strategy and implementation system, including identification of training needs and development of training curricula and materials. ONI will provide supplemental leadership training workshops for neighborhood association leaders and community members, as needed.

E. TECHNICAL ASSISTANCE

Technical Assistance: ONI will provide a range of limited technical assistance and information to GRANTEE upon request including but not limited to: Organizational development, administration and governance; conflict resolution; community demographics, meeting process design and management, openness, and accessibility; strategies for engaging under-engaged communities; the issue forum, community dialogue, and event design and planning; issue advocacy; and

identification of common organizational development challenges and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: Maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.
2. Publicize Meetings: Maintain information on and publicize GRANTEE meetings and events related to the Diversity and Civic Leadership program in print and electronic formats.
3. Provide Information: Provide access to information about Office of Neighborhood Involvement programs and services as well as other government agencies when available.
4. ONI Website: Develop ONI website to include information about Diversity and Civic Leadership program, as well as best practices, events, and ONI programs.

G. COORDINATION WITH OTHER ONI PROGRAMS

ONI will help GRANTEES identify opportunities to work collaboratively with ONI programs to promote each others events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Diversity and Civic Leadership Program and GRANTEES, promote and facilitate open communication and notification from City agencies to GRANTEES, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions with GRANTEE organizations.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$74,710 for core program work for the period July 1 through June 30, provided the terms and conditions of this grant are met. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.
2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the

fiscal year in question.

3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. 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.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

- a. An interest bearing account shall be established by and in favor of GRANTEE. All funds received under this grant shall be deposited by GRANTEE into this account in a timely manner.
- b. Interest earned on all funds provided under this grant becomes the property of the City. Such funds, however, may be used by GRANTEE to pay eligible program expenses in excess of the amount of total compensation. If, at the end of the contract period, interest income has not been expended, the City may deduct the appropriate amount from the final reimbursement or request repayment by GRANTEE of that income, which request GRANTEE shall meet in a timely manner.

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment in the amount of \$18,677.50 upon receipt of invoice- electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.

- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

V. 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.
 - a. 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.
 - b. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - c. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records 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 by Section G 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.**
- a. 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.

- b. 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.

- a. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional 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.
- b. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's

contractors are 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 CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. **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.
- Q. **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.
- R. **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.
- S. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.

- T. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- U. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.
- B. This Grant Agreement shall remain in effect for a period of two years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Center for Intercultural Organizing

Address: 700 N. Killingsworth, Portland, Oregon 97217

Employer Identification Number (EIN) #74-309-8100 City of Portland Business License # 157043-98

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above.
 Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:

Signature _____ Date _____

Kayse Jama
 Name _____

Director _____
 Title _____

Grant No: _____

Grant Title: Diversity and Civic Leadership Organizing Project

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement: _____
Amalia Alarcón de Morris, Director Date _____

Approved as to form by City Attorney: _____
 Office of City Attorney Date _____

Approved by City Auditor: _____
 Office of City Auditor Date _____

GRANT AGREEMENT NO.**EXHIBIT A(2)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Immigrant Refugee Community Organization, (IRCO) ("GRANTEE") in an amount not to exceed \$74,710.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for under-engaged communities, with a focus on communities of color, immigrants and refugees, through the Diversity and Civic Leadership Organizing Project. The Office of Neighborhood Involvement supports such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their communities and the City.

GOALS:

The goal of this grant agreement is to enhance community involvement of under-engaged people, with a focus on communities of color, immigrants and refugees, in efforts to improve community livability and public safety, organizational capacity and self-empowerment at the community level and to implement the goals and recommendations of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following:

1. Increase the number and diversity of people involved in their communities through:
 - Increasing the power and voice of under-engaged people;
 - Overcoming common barriers to participation;
 - Providing effective communication to keep the community informed about issues and opportunities for involvement; and,
2. Strengthen community capacity through:
 - Fostering social ties and a sense of community identity;
 - Supporting the community's capacity to take action to move forward its priorities;
 - Fostering networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations; and,
3. Increasing community impact on public decisions through:
 - Making public decision-making more responsive and accountable to community input.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following ways:

A. ANNUAL ACTION PLAN AND BUDGET

Develop an annual action plan with activities, benchmarks, and deliverables to carry out Core Program Functions describe in Section B below. Provide proposed annual project budget for this grant.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all GRANTEES funded by the Diversity and Civic Leadership Organizing Project.

1. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED IN THEIR COMMUNITIES

- a. Increasing the power and voice of under-engaged people. GRANTEE will create leadership training opportunities for people of color, immigrants and refugees using culturally appropriate models.
- b. Engage the full diversity of our communities by addressing common barriers to participation. GRANTEE will identify best practices and implement appropriate strategies to:
 - i. Make opportunities for participation more worthwhile, rewarding and effective;
 - ii. Make meetings and events welcoming and accessible to all; and/or,
 - iii. Overcome logistical barriers to participation.
- c. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in. GRANTEE will:
 - i. Facilitate communication and information sharing through print newsletters, flyers, list-serves, e-newsletters, and web communications;
 - ii. Promote dialogue and communication through new technologies; and/or,
 - iii. Promote culturally appropriate direct outreach and communication strategies.

2. STRENGTHEN COMMUNITY CAPACITY

- a. Foster social ties and a sense of community identity. GRANTEE will identify best practices and provide training and support to implement appropriate strategies, such as:

- i. Community building via block parties, community and multi-cultural fairs and festivals, and/or face-to-face relationship building to foster mutual understanding, and/or.
 - ii. Publicizing community identities and assets.
- b. Support the community's capacity to take action to move forward its priorities. GRANTEE will:
 - i. Participate in efforts to build a citywide leadership and advocacy skills leadership training program with neighborhood and community-based organizations; and/or,
 - ii. Provide targeted staff support to communities experiencing a high degree of development pressure or other major changes.
- c. Foster networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations and interest groups. GRANTEE will:
 - i. Promote opportunities for communities and neighborhoods to come together through citywide assemblies that bring together a wide range of people and organizations to network, share information and best practices, discuss issues, identify common concerns and desires, and deliberate over citywide policy and planning priorities;
 - ii. Promote collaboration between organizations by fostering partnerships as well as issue- and project-based collaborations among different groups; and/or,
 - iii. Bring together different communities and interests to build shared understanding foster local and citywide dialogue on controversial and divisive issues; facilitate "study circles" and listening sessions to build shared understanding as well as provide mediation and conflict resolution as needed.

3. INCREASING COMMUNITY IMPACT ON PUBLIC DECISIONS

- a. Making public decision-making more responsive and accountable to community input. GRANTEE will:
 - i. ONI Programs: Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with each program below.

- Participation on ONI BAC. Have a minimum of one representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the development of DCL program inclusion in the ONI Standards.
 - Participation on other ONI committees. Is encouraged to recruit a representative on other ONI related policy and advisory committees.
 - Collaboration with ONI programs. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.
- ii. Engage with City bureaus and elected officials: Develop a strategy for developing:
- Collaborations and partnerships with City bureaus and elected officials on topics of interest to your constituents,
 - Organizing constituents to meet with City elected officials and agencies on topics of interest to your constituents,
 - Recruitment efforts to get more community members to apply and serve on City advisory committees, boards and commissions, and various public involvement opportunities.

C. DOCUMENT MANAGEMENT

Contact data and mailing lists. Member contact data and mailing lists of GRANTEE are the property of the GRANTEE and are not subject to public records requests.

D. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.
 - a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: Increasing the number and diversity of people involved in their communities; strengthening community capacity; and increasing community impact on public decisions. The highlights can include description

of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.

- b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.

2. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - ii. Budget. Project operating budget for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - iii. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - iv. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - v. GRANTEE shall file any changes to *a* through *k* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices and expense report for quarterly reimbursements. To help with scheduling the quarters are:
 - i. A first quarter report for July 1 - Sept. 30 to be provided after October 1 with submission of invoice.
 - ii. A second quarter report for Oct. 1 – Dec. 31 to be provided after January 1 with submission of invoice..
 - iii. A third quarter report for Jan. 1 – March 31 to be provided after

April 1 with submission of invoice..

- iv. A fourth quarter report for April 1 – June 30 to be provided after July 1 of the following year with submission of invoice..

- 3. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 4. Grant Manager: The Grant Manager for this grant is Jeri Williams, Diversity and Civic Leadership Program Coordinator at the Office of Neighborhood Involvement.
- 5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 6. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The Director of ONI, or their designee, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The Director of ONI, or their designee, is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director of ONI, or their designee, before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.
- E. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- F. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- G. Compliance with standards: GRANTEE shall comply with applicable City of Portland fiscal policies and City Ordinances.
- H. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting GRANTEE project funded by ONI.

- I. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- J. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- K. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

III. ACTIONS TO BE TAKEN BY THE CITY, OFFICE OF NEIGHBORHOOD INVOLVEMENT

To assist the GRANTEE in carrying out its obligations, ONI shall administer this contract in compliance with the City's administrative policies and procedures and the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* including but not limited to the following:

- A. COORDINATE DIVERSITY AND CIVIC LEADERSHIP PROGRAM
 - 1. Coordinate Diversity and Civic Leadership Program: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee in planning, developing and coordinating Portland's Diversity and Civic Leadership Program.
 - 2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
 - 3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.
 - 4. Support joint meeting Support ongoing meetings of Diversity and Civic Leadership GRANTEE staff and leaders for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Diversity and Civic Leadership Program action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate grant agreements and maintain fiscal and program accountability for the funds routed to each GRANTEE through their boards of directors.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the GRANTEES through their boards including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use.
 - b. ONI shall perform annual on-site performance visits.
 - c. ONI shall confer with the GRANTEE regarding any problem areas relating to the performance of this contract by either party; and
 - d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. FUNDING ADVOCACY AND DEVELOPMENT

1. Advocacy with City Council: Advocate with Council for continued and expanded funding to support the Diversity and Civic Leadership Program to maximize its potential.
2. Alternative Funding Source Identification: Notify GRANTEES of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

Citywide leadership training system. ONI will work with GRANTEES to develop a citywide leadership training strategy and implementation system, including identification of training needs and development of training curricula and materials. ONI will provide supplemental leadership training workshops for neighborhood association leaders and community members, as needed.

E. TECHNICAL ASSISTANCE

Technical Assistance: ONI will provide a range of limited technical assistance and information to GRANTEE upon request including but not limited to: Organizational development, administration and governance; conflict resolution; community demographics, meeting process design and management, openness, and accessibility; strategies for engaging under-engaged communities; the issue forum, community dialogue, and event design and planning; issue advocacy; and

identification of common organizational development challenges and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: Maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.
2. Publicize Meetings: Maintain information on and publicize GRANTEE meetings and events related to the Diversity and Civic Leadership program in print and electronic formats.
3. Provide Information: Provide access to information about Office of Neighborhood Involvement programs and services as well as other government agencies when available.
4. ONI Website: Develop ONI website to include information about Diversity and Civic Leadership program, as well as best practices, events, and ONI programs.

G. COORDINATION WITH OTHER ONI PROGRAMS

ONI will help GRANTEES identify opportunities to work collaboratively with ONI programs to promote each others events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Diversity and Civic Leadership Program and GRANTEES, promote and facilitate open communication and notification from City agencies to GRANTEES, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions with GRANTEE organizations.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$74,710 for core program work for the period July 1 through June 30, provided the terms and conditions of this grant are met. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.
2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the

fiscal year in question.

3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. 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.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

- a. An interest bearing account shall be established by and in favor of GRANTEE. All funds received under this grant shall be deposited by GRANTEE into this account in a timely manner.
- b. Interest earned on all funds provided under this grant becomes the property of the City. Such funds, however, may be used by GRANTEE to pay eligible program expenses in excess of the amount of total compensation. If, at the end of the contract period, interest income has not been expended, the City may deduct the appropriate amount from the final reimbursement or request repayment by GRANTEE of that income, which request GRANTEE shall meet in a timely manner.

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment in the amount of \$18,677.50 upon receipt of invoice- electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.

- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy - Dec. 17, 2009 through June 30, 2010), including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

V. 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.
 - a. 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.
 - b. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - c. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records 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 by Section G 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.**
- a. 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.

- b. 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.

- a. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional 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.
- b. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's

contractors are 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 CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. **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.
- Q. **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.
- R. **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.
- S. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.

- T. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- U. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.
- B. This Grant Agreement shall remain in effect for a period of two years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Immigrant and Refugee Community Organization

Address: 10301 NE Glisan, Portland, Oregon 97220

Employer Identification Number (EIN) 93-0806295 City of Portland Business License #P0005463

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above.
 Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:

Signature _____ Date _____

Sokhum Tauch
 Name _____

Executive Director
 Title _____

Grant No: _____

Grant Title: Diversity and Civic Leadership Organizing Project

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement: _____
Amalia Alarcón de Morris, Director Date _____

Approved as to form by City Attorney: _____
 Office of City Attorney Date _____

Approved by City Auditor: _____
 Office of City Auditor Date _____

GRANT AGREEMENT NO.**EXHIBIT A(3)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and LATINO NETWORK ("GRANTEE") in an amount not to exceed \$74,710.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for under-engaged communities, with a focus on communities of color, immigrants and refugees, through the Diversity and Civic Leadership Organizing Project. The Office of Neighborhood Involvement supports such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their communities and the City.

GOALS:

The goal of this grant agreement is to enhance community involvement of under-engaged people, with a focus on communities of color, immigrants and refugees, in efforts to improve community livability and public safety, organizational capacity and self-empowerment at the community level and to implement the goals and recommendations of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following:

1. Increase the number and diversity of people involved in their communities through:
 - Increasing the power and voice of under-engaged people;
 - Overcoming common barriers to participation;
 - Providing effective communication to keep the community informed about issues and opportunities for involvement; and,
2. Strengthen community capacity through:
 - Fostering social ties and a sense of community identity;
 - Supporting the community's capacity to take action to move forward its priorities;
 - Fostering networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations; and,
3. Increasing community impact on public decisions through:
 - Making public decision-making more responsive and accountable to community input.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following ways:

A. ANNUAL ACTION PLAN AND BUDGET

Develop an annual action plan with activities, benchmarks, and deliverables to carry out Core Program Functions describe in Section B below. Provide proposed annual project budget for this grant.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all GRANTEES funded by the Diversity and Civic Leadership Organizing Project.

1. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED IN THEIR COMMUNITIES

- a. Increasing the power and voice of under-engaged people. GRANTEE will create leadership training opportunities for people of color, immigrants and refugees using culturally appropriate models.
- b. Engage the full diversity of our communities by addressing common barriers to participation. GRANTEE will identify best practices and implement appropriate strategies to:
 - i. Make opportunities for participation more worthwhile, rewarding and effective;
 - ii. Make meetings and events welcoming and accessible to all; and/or,
 - iii. Overcome logistical barriers to participation.
- c. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in. GRANTEE will:
 - i. Facilitate communication and information sharing through print newsletters, flyers, list-serves, e-newsletters, and web communications;
 - ii. Promote dialogue and communication through new technologies; and/or,
 - iii. Promote culturally appropriate direct outreach and communication strategies.

2. STRENGTHEN COMMUNITY CAPACITY

- a. Foster social ties and a sense of community identity. GRANTEE will identify best practices and provide training and support to implement appropriate strategies, such as:

- i. Community building via block parties, community and multi-cultural fairs and festivals, and/or face-to-face relationship building to foster mutual understanding, and/or.
 - ii. Publicizing community identities and assets.
- b. Support the community's capacity to take action to move forward its priorities. GRANTEE will:
 - i. Participate in efforts to build a citywide leadership and advocacy skills leadership training program with neighborhood and community-based organizations; and/or,
 - ii. Provide targeted staff support to communities experiencing a high degree of development pressure or other major changes.
- c. Foster networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations and interest groups. GRANTEE will:
 - i. Promote opportunities for communities and neighborhoods to come together through citywide assemblies that bring together a wide range of people and organizations to network, share information and best practices, discuss issues, identify common concerns and desires, and deliberate over citywide policy and planning priorities;
 - ii. Promote collaboration between organizations by fostering partnerships as well as issue- and project-based collaborations among different groups; and/or,
 - iii. Bring together different communities and interests to build shared understanding foster local and citywide dialogue on controversial and divisive issues; facilitate "study circles" and listening sessions to build shared understanding as well as provide mediation and conflict resolution as needed.

3. INCREASING COMMUNITY IMPACT ON PUBLIC DECISIONS

- a. Making public decision-making more responsive and accountable to community input. GRANTEE will:
 - i. ONI Programs: Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with

each program below.

- Participation on ONI BAC. Have a minimum of one representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the development of DCL program inclusion in the ONI Standards.
- Participation on other ONI committees. Is encouraged to recruit a representative on other ONI related policy and advisory committees.
- Collaboration with ONI programs. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.

ii. Engage with City bureaus and elected officials: Develop a strategy for developing:

- Collaborations and partnerships with City bureaus and elected officials on topics of interest to your constituents,
- Organizing constituents to meet with City elected officials and agencies on topics of interest to your constituents,
- Recruitment efforts to get more community members to apply and serve on City advisory committees, boards and commissions, and various public involvement opportunities.

C. DOCUMENT MANAGEMENT

Contact data and mailing lists. Member contact data and mailing lists of GRANTEE are the property of the GRANTEE and are not subject to public records requests.

D. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.

a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: Increasing the

number and diversity of people involved in their communities; strengthening community capacity; and increasing community impact on public decisions. The highlights can include description of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.

- b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.

2. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - ii. Budget. Project operating budget for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - iii. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - iv. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - v. GRANTEE shall file any changes to *a* through *k* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices and expense report for quarterly reimbursements. To help with scheduling the quarters are:
 - i. A first quarter report for July 1 - Sept. 30 to be provided after October 1 with submission of invoice.

- ii. A second quarter report for Oct. 1 – Dec. 31 to be provided after January 1 with submission of invoice..
 - iii. A third quarter report for Jan. 1 – March 31 to be provided after April 1 with submission of invoice..
 - iv. A fourth quarter report for April 1 – June 30 to be provided after July 1 of the following year with submission of invoice..
3. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 4. Grant Manager: The Grant Manager for this grant is Jeri Williams, Diversity and Civic Leadership Program Coordinator at the Office of Neighborhood Involvement.
- 5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 6. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The Director of ONI, or their designee, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The Director of ONI, or their designee, is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director of ONI, or their designee, before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.

- E. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- F. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- G. Compliance with standards: GRANTEE shall comply with applicable City of Portland fiscal policies and City Ordinances.

- H. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting GRANTEE project funded by ONI.
- I. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- J. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- K. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

III. ACTIONS TO BE TAKEN BY THE CITY, OFFICE OF NEIGHBORHOOD INVOLVEMENT

To assist the GRANTEE in carrying out its obligations, ONI shall administer this contract in compliance with the City's administrative policies and procedures and the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* including but not limited to the following:

A. COORDINATE DIVERSITY AND CIVIC LEADERSHIP PROGRAM

- 1. Coordinate Diversity and Civic Leadership Program: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee in planning, developing and coordinating Portland's Diversity and Civic Leadership Program.
- 2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
- 3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.

4. Support joint meeting Support ongoing meetings of Diversity and Civic Leadership GRANTEE staff and leaders for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.
5. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Diversity and Civic Leadership Program action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate grant agreements and maintain fiscal and program accountability for the funds routed to each GRANTEE through their boards of directors.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the GRANTEES through their boards including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use.
 - b. ONI shall perform annual on-site performance visits.
 - c. ONI shall confer with the GRANTEE regarding any problem areas relating to the performance of this contract by either party; and
 - d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. FUNDING ADVOCACY AND DEVELOPMENT

1. Advocacy with City Council: Advocate with Council for continued and expanded funding to support the Diversity and Civic Leadership Program to maximize its potential.
2. Alternative Funding Source Identification: Notify GRANTEES of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

Citywide leadership training system. ONI will work with GRANTEES to develop a citywide leadership training strategy and implementation system, including identification of training needs and development of training curricula and materials. ONI will provide supplemental leadership training workshops for neighborhood association leaders and community members, as needed.

E. TECHNICAL ASSISTANCE

Technical Assistance: ONI will provide a range of limited technical assistance and information to GRANTEE upon request including but not limited to: Organizational development, administration and governance; conflict resolution; community demographics, meeting process design and management, openness, and accessibility; strategies for engaging under-engaged communities; the issue forum, community dialogue, and event design and planning; issue advocacy; and identification of common organizational development challenges and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: Maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.
2. Publicize Meetings: Maintain information on and publicize GRANTEE meetings and events related to the Diversity and Civic Leadership program in print and electronic formats.
3. Provide Information: Provide access to information about Office of Neighborhood Involvement programs and services as well as other government agencies when available.
4. ONI Website: Develop ONI website to include information about Diversity and Civic Leadership program, as well as best practices, events, and ONI programs.

G. COORDINATION WITH OTHER ONI PROGRAMS

ONI will help GRANTEES identify opportunities to work collaboratively with ONI programs to promote each others events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Diversity and Civic Leadership Program and GRANTEES, promote and facilitate open communication and notification from City agencies to GRANTEES, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions with GRANTEE organizations.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$74,710 for core program work for the period July 1 through June 30,

provided the terms and conditions of this grant are met. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the fiscal year in question.
3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. 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.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

- a. An interest bearing account shall be established by and in favor of GRANTEE. All funds received under this grant shall be deposited by GRANTEE into this account in a timely manner.
- b. Interest earned on all funds provided under this grant becomes the property of the City. Such funds, however, may be used by GRANTEE to pay eligible program expenses in excess of the amount of total compensation. If, at the end of the contract period, interest income has not been expended, the City may deduct the appropriate amount from the final reimbursement or request repayment by GRANTEE of that income, which request GRANTEE shall meet in a timely manner.

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment in the amount of \$18,677.50 upon receipt of invoice- electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.

- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.
- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy - Dec. 17, 2009 through June 30, 2010), including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

V. 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.
 - a. 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.
 - b. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - c. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice,

terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.

- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records 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 by Section G 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.

- a. 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.
- b. 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.

- a. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional 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.
- b. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the

certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are 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 CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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.
- Q. 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.

- R. 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.
- S. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- T. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- U. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.
- B. This Grant Agreement shall remain in effect for a period of two years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Latino Network

Address: 5123 N. Michigan St, Portland, Oregon 97217

Employer Identification Number (EIN) 73-1675402 City of Portland Business License # 440441

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee: _____

Final Latino Network DCL Organizing Project grant agreement FY 2010-11 (2).doc

Page

Signature

Date

Carmen Rubio

Name

Director

Title

Grant No: _____

Grant Title: Diversity and Civic Leadership Organizing Project

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement: _____

Amalia Alarcón de Morris, Director

Date

Approved as to form by City Attorney: _____

Office of City Attorney

Date

Approved by City Auditor: _____

Office of City Auditor

Date

GRANT AGREEMENT NO.**EXHIBIT A(4)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and NATIVE AMERICAN YOUTH AND FAMILY CENTER (NAYA) ("GRANTEE") in an amount not to exceed \$74,710.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for under-engaged communities, with a focus on communities of color, immigrants and refugees, through the Diversity and Civic Leadership Organizing Project. The Office of Neighborhood Involvement supports such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their communities and the City.

GOALS:

The goal of this grant agreement is to enhance community involvement of under-engaged people, with a focus on communities of color, immigrants and refugees, in efforts to improve community livability and public safety, organizational capacity and self-empowerment at the community level and to implement the goals and recommendations of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following:

1. Increase the number and diversity of people involved in their communities through:
 - Increasing the power and voice of under-engaged people;
 - Overcoming common barriers to participation;
 - Providing effective communication to keep the community informed about issues and opportunities for involvement; and,
2. Strengthen community capacity through:
 - Fostering social ties and a sense of community identity;
 - Supporting the community's capacity to take action to move forward its priorities;
 - Fostering networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations; and,
3. Increasing community impact on public decisions through:
 - Making public decision-making more responsive and accountable to community input.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following ways:

A. ANNUAL ACTION PLAN AND BUDGET

Develop an annual action plan with activities, benchmarks, and deliverables to carry out Core Program Functions describe in Section B below. Provide proposed annual project budget for this grant.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all GRANTEES funded by the Diversity and Civic Leadership Organizing Project.

1. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED IN THEIR COMMUNITIES

- a. Increasing the power and voice of under-engaged people. GRANTEE will create leadership training opportunities for people of color, immigrants and refugees using culturally appropriate models.
- b. Engage the full diversity of our communities by addressing common barriers to participation. GRANTEE will identify best practices and implement appropriate strategies to:
 - i. Make opportunities for participation more worthwhile, rewarding and effective;
 - ii. Make meetings and events welcoming and accessible to all; and/or,
 - iii. Overcome logistical barriers to participation.
- c. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in. GRANTEE will:
 - i. Facilitate communication and information sharing through print newsletters, flyers, list-serves, e-newsletters, and web communications;
 - ii. Promote dialogue and communication through new technologies; and/or,
 - iii. Promote culturally appropriate direct outreach and communication strategies.

2. STRENGTHEN COMMUNITY CAPACITY

- a. Foster social ties and a sense of community identity. GRANTEE will identify best practices and provide training and support to implement appropriate strategies, such as:

- i. Community building via block parties, community and multi-cultural fairs and festivals, and/or face-to-face relationship building to foster mutual understanding, and/or.
 - ii. Publicizing community identities and assets.
- b. Support the community's capacity to take action to move forward its priorities. GRANTEE will:
 - i. Participate in efforts to build a citywide leadership and advocacy skills leadership training program with neighborhood and community-based organizations; and/or,
 - ii. Provide targeted staff support to communities experiencing a high degree of development pressure or other major changes.
- c. Foster networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations and interest groups. GRANTEE will:
 - i. Promote opportunities for communities and neighborhoods to come together through citywide assemblies that bring together a wide range of people and organizations to network, share information and best practices, discuss issues, identify common concerns and desires, and deliberate over citywide policy and planning priorities;
 - ii. Promote collaboration between organizations by fostering partnerships as well as issue- and project-based collaborations among different groups; and/or,
 - iii. Bring together different communities and interests to build shared understanding foster local and citywide dialogue on controversial and divisive issues; facilitate "study circles" and listening sessions to build shared understanding as well as provide mediation and conflict resolution as needed.

3. INCREASING COMMUNITY IMPACT ON PUBLIC DECISIONS

- a. Making public decision-making more responsive and accountable to community input. GRANTEE will:
 - i. ONI Programs: Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with each program below.

- Participation on ONI BAC. Have a minimum of one representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the development of DCL program inclusion in the ONI Standards.
 - Participation on other ONI committees. Is encouraged to recruit a representative on other ONI related policy and advisory committees.
 - Collaboration with ONI programs. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.
- ii. Engage with City bureaus and elected officials: Develop a strategy for developing:
- Collaborations and partnerships with City bureaus and elected officials on topics of interest to your constituents,
 - Organizing constituents to meet with City elected officials and agencies on topics of interest to your constituents,
 - Recruitment efforts to get more community members to apply and serve on City advisory committees, boards and commissions, and various public involvement opportunities.

C. DOCUMENT MANAGEMENT

Contact data and mailing lists. Member contact data and mailing lists of GRANTEE are the property of the GRANTEE and are not subject to public records requests.

D. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.
 - a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: Increasing the number and diversity of people involved in their communities; strengthening community capacity; and increasing community impact on public decisions. The highlights can include description

of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.

- b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.

2. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors;
 - ii. Budget. Project operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iii. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - iv. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - v. GRANTEE shall file any changes to *a* through *k* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices and expense report for quarterly reimbursements. To help with scheduling the quarters are:
 - i. A first quarter report for July 1 - Sept. 30 to be provided after October 1 with submission of invoice.
 - ii. A second quarter report for Oct. 1 – Dec. 31 to be provided after January 1 with submission of invoice..
 - iii. A third quarter report for Jan. 1 – March 31 to be provided after

April 1 with submission of invoice..

- iv. A fourth quarter report for April 1 – June 30 to be provided after July 1 of the following year with submission of invoice..

- 3. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 4. Grant Manager: The Grant Manager for this grant is Jeri Williams, Diversity and Civic Leadership Program Coordinator at the Office of Neighborhood Involvement.
- 5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 6. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The Director of ONI, or their designee, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The Director of ONI, or their designee, is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director of ONI, or their designee, before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.

- E. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- F. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- G. Compliance with standards: GRANTEE shall comply with applicable City of Portland fiscal policies and City Ordinances.
- H. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting GRANTEE project funded by ONI.

- I. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- J. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- K. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

III. ACTIONS TO BE TAKEN BY THE CITY, OFFICE OF NEIGHBORHOOD INVOLVEMENT

To assist the GRANTEE in carrying out its obligations, ONI shall administer this contract in compliance with the City's administrative policies and procedures and the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* including but not limited to the following:

A. COORDINATE DIVERSITY AND CIVIC LEADERSHIP PROGRAM

- 1. Coordinate Diversity and Civic Leadership Program: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee in planning, developing and coordinating Portland's Diversity and Civic Leadership Program.
- 2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
- 3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.
- 4. Support joint meeting Support ongoing meetings of Diversity and Civic Leadership GRANTEE staff and leaders for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Diversity and Civic Leadership Program action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate grant agreements and maintain fiscal and program accountability for the funds routed to each GRANTEE through their boards of directors.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the GRANTEES through their boards including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use.
 - b. ONI shall perform annual on-site performance visits.
 - c. ONI shall confer with the GRANTEE regarding any problem areas relating to the performance of this contract by either party; and
 - d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. FUNDING ADVOCACY AND DEVELOPMENT

1. Advocacy with City Council: Advocate with Council for continued and expanded funding to support the Diversity and Civic Leadership Program to maximize its potential.
2. Alternative Funding Source Identification: Notify GRANTEES of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

Citywide leadership training system. ONI will work with GRANTEES to develop a citywide leadership training strategy and implementation system, including identification of training needs and development of training curricula and materials. ONI will provide supplemental leadership training workshops for neighborhood association leaders and community members, as needed.

E. TECHNICAL ASSISTANCE

Technical Assistance: ONI will provide a range of limited technical assistance and information to GRANTEE upon request including but not limited to: Organizational development, administration and governance; conflict resolution; community demographics, meeting process design and management, openness, and accessibility; strategies for engaging under-engaged communities; the issue forum, community dialogue, and event design and planning; issue advocacy; and

identification of common organizational development challenges and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: Maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.
2. Publicize Meetings: Maintain information on and publicize GRANTEE meetings and events related to the Diversity and Civic Leadership program in print and electronic formats.
3. Provide Information: Provide access to information about Office of Neighborhood Involvement programs and services as well as other government agencies when available.
4. ONI Website: Develop ONI website to include information about Diversity and Civic Leadership program, as well as best practices, events, and ONI programs.

G. COORDINATION WITH OTHER ONI PROGRAMS

ONI will help GRANTEES identify opportunities to work collaboratively with ONI programs to promote each others events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Diversity and Civic Leadership Program and GRANTEES, promote and facilitate open communication and notification from City agencies to GRANTEES, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions with GRANTEE organizations.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$74,710 for core program work for the period July 1 through June 30, provided the terms and conditions of this grant are met. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.
2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the

fiscal year in question.

3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. 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.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

- a. An interest bearing account shall be established by and in favor of GRANTEE. All funds received under this grant shall be deposited by GRANTEE into this account in a timely manner.
- b. Interest earned on all funds provided under this grant becomes the property of the City. Such funds, however, may be used by GRANTEE to pay eligible program expenses in excess of the amount of total compensation. If, at the end of the contract period, interest income has not been expended, the City may deduct the appropriate amount from the final reimbursement or request repayment by GRANTEE of that income, which request GRANTEE shall meet in a timely manner.

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment in the amount of \$18,677.50 upon receipt of invoice- electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.

- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

V. 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.
 - a. 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.
 - b. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - c. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records 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 by Section G 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.**
- a. 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.

- b. 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.

- a. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional 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.
- b. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's

contractors are 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 CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. **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.
- Q. **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.
- R. **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.
- S. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.

- T. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- U. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.
- B. This Grant Agreement shall remain in effect for a period of two years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Native American Youth and Family Center

Address: 5135 N. Columbia Blvd., Portland Oregon , 97218

Employer Identification Number (EIN) 93-1141536 City of Portland Business License #440398

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above.

Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:

Signature _____ Date _____

Nichole Maher

Name

Executive Director

Title

Grant No: _____

Grant Title: Diversity and Civic Leadership Organizing Project

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director _____ Date _____

Approved as to form by City Attorney:

Office of City Attorney _____ Date _____

Approved by City Auditor:

Office of City Auditor _____ Date _____

GRANT AGREEMENT NO.**EXHIBIT A(5)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and URBAN LEAGUE OF PORTLAND ("GRANTEE") in an amount not to exceed \$74,710.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for under-engaged communities, with a focus on communities of color, immigrants and refugees, through the Diversity and Civic Leadership Organizing Project. The Office of Neighborhood Involvement supports such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their communities and the City.

GOALS:

The goal of this grant agreement is to enhance community involvement of under-engaged people, with a focus on communities of color, immigrants and refugees, in efforts to improve community livability and public safety, organizational capacity and self-empowerment at the community level and to implement the goals and recommendations of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following:

1. Increase the number and diversity of people involved in their communities through:
 - Increasing the power and voice of under-engaged people;
 - Overcoming common barriers to participation;
 - Providing effective communication to keep the community informed about issues and opportunities for involvement; and,
2. Strengthen community capacity through:
 - Fostering social ties and a sense of community identity;
 - Supporting the community's capacity to take action to move forward its priorities;
 - Fostering networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations; and,
3. Increasing community impact on public decisions through:
 - Making public decision-making more responsive and accountable to community input.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following ways:

A. ANNUAL ACTION PLAN AND BUDGET

Develop an annual action plan with activities, benchmarks, and deliverables to carry out Core Program Functions describe in Section B below. Provide proposed annual project budget for this grant.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all GRANTEES funded by the Diversity and Civic Leadership Organizing Project.

1. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED IN THEIR COMMUNITIES

- a. Increasing the power and voice of under-engaged people. GRANTEE will create leadership training opportunities for people of color, immigrants and refugees using culturally appropriate models.
- b. Engage the full diversity of our communities by addressing common barriers to participation. GRANTEE will identify best practices and implement appropriate strategies to:
 - i. Make opportunities for participation more worthwhile, rewarding and effective;
 - ii. Make meetings and events welcoming and accessible to all; and/or,
 - iii. Overcome logistical barriers to participation.
- c. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in. GRANTEE will:
 - i. Facilitate communication and information sharing through print newsletters, flyers, list-serves, e-newsletters, and web communications;
 - ii. Promote dialogue and communication through new technologies; and/or,
 - iii. Promote culturally appropriate direct outreach and communication strategies.

2. STRENGTHEN COMMUNITY CAPACITY

- a. Foster social ties and a sense of community identity. GRANTEE will identify best practices and provide training and support to implement appropriate strategies, such as:

- i. Community building via block parties, community and multi-cultural fairs and festivals, and/or face-to-face relationship building to foster mutual understanding, and/or.
 - ii. Publicizing community identities and assets.
- b. Support the community's capacity to take action to move forward its priorities. GRANTEE will:
 - i. Participate in efforts to build a citywide leadership and advocacy skills leadership training program with neighborhood and community-based organizations; and/or,
 - ii. Provide targeted staff support to communities experiencing a high degree of development pressure or other major changes.
- c. Foster networking and collaboration between Diversity and Civic Leadership Organizing project organizations, neighborhood and other community-based organizations and interest groups. GRANTEE will:
 - i. Promote opportunities for communities and neighborhoods to come together through citywide assemblies that bring together a wide range of people and organizations to network, share information and best practices, discuss issues, identify common concerns and desires, and deliberate over citywide policy and planning priorities;
 - ii. Promote collaboration between organizations by fostering partnerships as well as issue- and project-based collaborations among different groups; and/or,
 - iii. Bring together different communities and interests to build shared understanding foster local and citywide dialogue on controversial and divisive issues; facilitate "study circles" and listening sessions to build shared understanding as well as provide mediation and conflict resolution as needed.

3. INCREASING COMMUNITY IMPACT ON PUBLIC DECISIONS

- a. Making public decision-making more responsive and accountable to community input. GRANTEE will:
 - i. ONI Programs: Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with each program below.

- Participation on ONI BAC. Have a minimum of one representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the development of DCL program inclusion in the ONI Standards.
 - Participation on other ONI committees. Is encouraged to recruit a representative on other ONI related policy and advisory committees.
 - Collaboration with ONI programs. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.
- ii. Engage with City bureaus and elected officials: Develop a strategy for developing:
- Collaborations and partnerships with City bureaus and elected officials on topics of interest to your constituents,
 - Organizing constituents to meet with City elected officials and agencies on topics of interest to your constituents,
 - Recruitment efforts to get more community members to apply and serve on City advisory committees, boards and commissions, and various public involvement opportunities.

C. DOCUMENT MANAGEMENT

Contact data and mailing lists. Member contact data and mailing lists of GRANTEE are the property of the GRANTEE and are not subject to public records requests.

D. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.
 - a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: Increasing the number and diversity of people involved in their communities; strengthening community capacity; and increasing community impact on public decisions. The highlights can include description

of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.

- b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.

2. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - ii. Budget. Project operating budget for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - iii. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - iv. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - v. GRANTEE shall file any changes to *a* through *k* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices and expense report for quarterly reimbursements. To help with scheduling the quarters are:
 - i. A first quarter report for July 1 - Sept. 30 to be provided after October 1 with submission of invoice.
 - ii. A second quarter report for Oct. 1 – Dec. 31 to be provided after January 1 with submission of invoice..
 - iii. A third quarter report for Jan. 1 – March 31 to be provided after

April 1 with submission of invoice..

- iv. A fourth quarter report for April 1 – June 30 to be provided after July 1 of the following year with submission of invoice..

- 3. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 4. Grant Manager: The Grant Manager for this grant is Jeri Williams, Diversity and Civic Leadership Program Coordinator at the Office of Neighborhood Involvement.
- 5. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 6. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The Director of ONI, or their designee, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The Director of ONI, or their designee, is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director of ONI, or their designee, before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.
- E. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- F. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- G. Compliance with standards: GRANTEE shall comply with applicable City of Portland fiscal policies and City Ordinances.
- H. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting GRANTEE project funded by ONI.

- I. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- J. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- K. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

III. ACTIONS TO BE TAKEN BY THE CITY, OFFICE OF NEIGHBORHOOD INVOLVEMENT

To assist the GRANTEE in carrying out its obligations, ONI shall administer this contract in compliance with the City's administrative policies and procedures and the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* including but not limited to the following:

A. COORDINATE DIVERSITY AND CIVIC LEADERSHIP PROGRAM

- 1. Coordinate Diversity and Civic Leadership Program: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee in planning, developing and coordinating Portland's Diversity and Civic Leadership Program.
- 2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
- 3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.
- 4. Support joint meeting Support ongoing meetings of Diversity and Civic Leadership GRANTEE staff and leaders for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Diversity and Civic Leadership Program action plans and quarterly reports, including quantitative performance measures.

B. **CONTRACT MANAGEMENT AND ADMINISTRATION**

1. Contract negotiation and administration. Negotiate grant agreements and maintain fiscal and program accountability for the funds routed to each GRANTEE through their boards of directors.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the GRANTEES through their boards including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use.
 - b. ONI shall perform annual on-site performance visits.
 - c. ONI shall confer with the GRANTEE regarding any problem areas relating to the performance of this contract by either party; and
 - d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. **FUNDING ADVOCACY AND DEVELOPMENT**

1. Advocacy with City Council: Advocate with Council for continued and expanded funding to support the Diversity and Civic Leadership Program to maximize its potential.
2. Alternative Funding Source Identification: Notify GRANTEES of alternative funding sources for expanding public participation services.

D. **LEADERSHIP SKILLS TRAINING**

Citywide leadership training system. ONI will work with GRANTEES to develop a citywide leadership training strategy and implementation system, including identification of training needs and development of training curricula and materials. ONI will provide supplemental leadership training workshops for neighborhood association leaders and community members, as needed.

E. **TECHNICAL ASSISTANCE**

Technical Assistance: ONI will provide a range of limited technical assistance and information to GRANTEE upon request including but not limited to: Organizational development, administration and governance; conflict resolution; community demographics, meeting process design and management, openness, and accessibility; strategies for engaging under-engaged communities; the issue forum, community dialogue, and event design and planning; issue advocacy; and

identification of common organizational development challenges and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: Maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.
2. Publicize Meetings: Maintain information on and publicize GRANTEE meetings and events related to the Diversity and Civic Leadership program in print and electronic formats.
3. Provide Information: Provide access to information about Office of Neighborhood Involvement programs and services as well as other government agencies when available.
4. ONI Website: Develop ONI website to include information about Diversity and Civic Leadership program, as well as best practices, events, and ONI programs.

G. COORDINATION WITH OTHER ONI PROGRAMS

ONI will help GRANTEES identify opportunities to work collaboratively with ONI programs to promote each others events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Diversity and Civic Leadership Program and GRANTEES, promote and facilitate open communication and notification from City agencies to GRANTEES, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions with GRANTEE organizations.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$74,710 for core program work for the period July 1 through June 30, provided the terms and conditions of this grant are met. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.
2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the

fiscal year in question.

3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, 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.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. 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.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

- a. An interest bearing account shall be established by and in favor of GRANTEE. All funds received under this grant shall be deposited by GRANTEE into this account in a timely manner.
- b. Interest earned on all funds provided under this grant becomes the property of the City. Such funds, however, may be used by GRANTEE to pay eligible program expenses in excess of the amount of total compensation. If, at the end of the contract period, interest income has not been expended, the City may deduct the appropriate amount from the final reimbursement or request repayment by GRANTEE of that income, which request GRANTEE shall meet in a timely manner.

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment in the amount of \$18,677.50 upon receipt of invoice- electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.

- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting for the prior grant agreement time period (for Diversity and Civic Leadership Organizing Project groups - Nov. 21, 2009 through June 30, 2010 and for Diversity and Civic Leadership Academy – Dec. 17, 2009 through June 30, 2010), including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

V. 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.
 - a. 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.
 - b. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - c. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.

- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records 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 by Section G 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.**
- a. 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.

- b. 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.

- a. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional 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.
- b. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's

contractors are 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 CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. **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.
- Q. **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.
- R. **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.
- S. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.

- T. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- U. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.
- B. This Grant Agreement shall remain in effect for a period of two years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Urban League of Portland

Address: 10 N. Russell St. , Portland, Oregon 97227

Employer Identification Number (EIN) 93-0395590 City of Portland Business License #

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above.

Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:

Signature Date

Marcus Mundy
Name

ExecutiveDirector
Title

Grant No: _____

Grant Title: Diversity and Civic Leadership Organizing Project

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement: _____
Amalia Alarcón de Morris, Director Date

Approved as to form by City Attorney: _____
Office of City Attorney Date

Approved by City Auditor: _____
Office of City Auditor Date