

GRANT AGREEMENT WITH CENTRAL NORTHEAST NEIGHBORS

GRANT AGREEMENT NO.

EXHIBIT A(1)

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Central Northeast Neighbors ("GRANTEE") in an amount not to exceed \$244,794.

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 Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide 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 Neighborhoods and the City.

This grant agreement shall comply with City policy *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* and City Code 3.96.010, *Office of Neighborhood Involvement*.

GRANTEE'S designated target area shall include the following Neighborhood Associations:

- Beaumont-Wilshire Neighborhood Association
- Cully Association of Neighbors
- Hollywood Neighborhood Association
- Madison South Neighborhood Association
- Rose City Park Neighborhood Association
- Roseway Neighborhood Association
- Sumner Association of Neighbors
- Sunderland Neighborhood Association

GOALS:

The goals of this grant agreement are to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level and to implement the goals of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following functions:

1. Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;

2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Associations are reflective of the community;
3. Foster networking and collaboration between Neighborhood Associations, Business District Associations, Diversity and Civic Leadership Program participating organizations, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups;
5. Provide information and referral assistance for Neighborhood Associations and general public to facilitate public awareness of their community and government; and
6. Collaborate with ONI programs to support community members working on neighborhood livability and crime prevention efforts including the Crime Prevention Program, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, Liquor Licensing Program, Graffiti Program, and other ONI grantees including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

Under-engaged Groups: For the purposes of this Grant Agreement, under-engaged groups shall include constituency groups that historically may not have participated in neighborhood association activities, including, but not limited to, communities of color, renters and low-income individuals, working families with children, immigrants and refugees, seniors, students and young adults, people with disabilities, gay, lesbian, bi-sexual and trans-gendered people.

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

1. Involve GRANTEE'S Neighborhood Associations in the development of the annual action plan.
2. Develop strategies and identify activities to carry out Core Program Functions describe in Section B below.
3. Develop Action Plan that includes:
 - a. Description of process used to develop action plan.
 - b. Activities, benchmarks, and deliverables for each core function area.

- c. Annual organizational budget.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all Neighborhood District Coalitions.

1. STRENGTHEN COMMUNITY CAPACITY

Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts.

- a. Public participation support. GRANTEE will provide public participation services to Neighborhood Associations such as limited strategic planning, policy development, special events planning, leadership training, and/or technical assistance related to neighborhood livability, safety, economic vitality and/or other public policy issues or projects identified by Neighborhood Associations.
- b. Committee support. GRANTEE will support neighborhood association and coalition issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability and/or education), organize special events, and/or incubate community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- c. Board orientation: GRANTEE will offer orientation for Neighborhood Association and District Coalition board members and leaders to familiarize them with their responsibilities as required by their association bylaws, the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management practices.
- d. Meeting space assistance: GRANTEE will assist Neighborhood Associations in finding adequate meeting space for their activities.
- e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
- f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
- b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.

3. FOSTER NETWORKING AND COLLABORATION

- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
- b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
- c. ONI Programs: GRANTEE will 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.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*
 - ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
 - iii. Collaboration with ONI programs. GRANTEE will 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.

4. PROMOTE EFFECTIVE COMMUNICATION

Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups.

- a. Communication Strategy: Establish a communication strategy that encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.
- b. Respond to requests for information and referrals. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies.
- c. Disseminate information. Disseminate information about Neighborhood Association and District Coalition activities, ONI programs, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood livability issues to individual community members, Neighborhood Associations, and public and private agencies and groups in the Coalition area.
- d. Publicize meetings and activities. Publicize the dates, times and locations of meetings and other related activities of District Coalition, affiliated Neighborhood Associations and Business District Associations in Coalition area either in print or electronic media according to Notice requirements in Section VIII: Open Meetings and Public Records in the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*.
- e. Update information on neighborhood leaders. Provide quarterly updates to ONI of District Coalition staff and board chair and Neighborhood Association board officer names and contact information.
- f. Monthly updates to web calendar. Post monthly updates to the ONI Portland Online web calendar of events for all District Coalition and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.
- g. Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes. For the purposes of meeting this function, GRANTEE shall make available to each affiliated Neighborhood Association a minimum annual allocation of \$1000. Funds shall be used solely for the following communication purposes: Media such as print

newsletters, fliers, electronic web or email development and maintenance, sign boards, advertisements, direct mailing printing and postage, organizing door-to-door outreach or tabling events, and/or expenses related to organizing one-time special events specifically for outreach purposes such as room rental, audio/visual, or decorations. GRANTEE is exempted if they document one of the following:

- i. GRANTEE's Board has approved of an equitable distribution formula taking into account population and/or number of households.
- ii. GRANTEE produces and distributes a monthly, bi-monthly or quarterly coalition-wide print or electronic communication with substantial content developed by GRANTEE or Neighborhood Association volunteers.

C. MAINTAIN AN ACCESSIBLE OFFICE

1. Maintain an office. GRANTEE will maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space.
2. Minimum 20 hours per week. GRANTEE will schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

D. DOCUMENT MANAGEMENT

1. Bylaws review. GRANTEE will assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* to ensure continued City recognition, and promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI.
2. Filing assistance. GRANTEE will assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division and federal 990, as required.
3. Maintain archives. GRANTEE will maintain necessary archival files of Neighborhood Associations and District Coalition for specific types of records for a specific period, depending on the type of record:
 - a. Minutes of board, committee, and general membership meetings should be retained permanently or archived with the City.
 - b. Articles of incorporation, records of tax-exempt status, and records of grievances should be retained permanently, and bylaws and other operating rules should be retained while they are current.

- c. Business records should be retained for seven years.
 - d. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
4. Contact data and mailing lists. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations and other private, individual information are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

E. 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: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. 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. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and photographs or video in electronic format.
- 3. Reporting Schedule. GRANTEE shall provide to ONI:
 - a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
 - b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action

Plan;

- ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iv. Duties supported by ONI. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - v. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - vi. Organizational bylaws;
 - vii. Articles of incorporation;
 - viii. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - ix. List of GRANTEE's Board members and contact information;
 - x. Oregon form CT-12;
 - xi. Federal form 990; and,
 - xii. 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 for quarterly payments.
- d. Neighborhood Small Grant Reports. GRANTEE shall provide to ONI:
- i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEEs. ONI will provide an evaluation template.
4. 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.

5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
2. 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.
3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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 ONI Director 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 ONI Director 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.

- B. 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.
- C. 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.
- D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, and other applicable City of Portland fiscal policies and City Ordinances.
- E. 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 the Coalition area.
- F. 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.

- G. 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.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This 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 CITYWIDE NEIGHBORHOOD SYSTEM

1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
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.
4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.
5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.

6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees 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 and Neighborhood Associations within the designated target area 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: ONI will advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.
2. Alternative Funding Source Identification: ONI will notify Neighborhood District Coalitions and Neighborhood Associations of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

1. Citywide leadership training system. ONI will work with Neighborhood District Coalitions 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

1. 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, neighborhood boundaries and mapping, 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 challenges across Neighborhood District Coalitions and Neighborhood Associations and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will 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: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide Information: ONI will provide access to information about and how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available
4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's 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

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and Neighborhood District Coalitions, promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions between neighborhood district coalitions.

IV. PAYMENTS

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A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$244,794 for core program work for the period July 1, 2010 through June 30, 2011 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.
 - a. Of this amount \$6,547 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. and Section IV.B.3.
 - b. Of this amount \$7,990 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
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, estimated at the highest anticipated quarter's expenses, in the amount of \$71,466 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, 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.

3. NEIGHBORHOOD SMALL GRANTS—CASH ADVANCE, BILLING AND PAYMENT

- a. Any funds approved by City Council of up to \$6,574 for the purposes of neighborhood small grants, may be distributed to GRANTEE at any time through the fiscal year.
- b. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. Along with invoice provide the following:
 - i. List of grant recipient organizations;
 - ii. Title of their project;
 - iii. Short project description (1-3 sentences);

- iv. Dollar amounts requested;
- v. Dollar amounts awarded;
- vi. Lead contact and their contact information;
- vii. Partner organizations (if any) and contact information; and
- viii. Identify organization type and project type (ONI will provide categories – to assist with summarizing how funds meet goals of project.)

- c. Upon completion of the grant awards and no later than February 28, GRANTEE shall provide to the City copies of visual documentation and evaluation reports completed by small grant awardees as per their agreements with each respective District Coalition. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by the City. Funds not expended shall be returned to the City.

4. CAPITAL OUTLAYS

- a. Reallocation of any funds to the capital outlay section of the budget shall occur only with the prior written approval of GRANTEE through vote of the Board and of the authorized representative of the City in the format provided by ONI.

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.

- 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
- 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
- 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.

- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written

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

- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain 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.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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 five 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, 2015.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Name

Title

Grant No _____
Grant Title: _____

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 WITH NORTHEAST COALITION OF NEIGHBORHOODS**GRANT AGREEMENT NO.****EXHIBIT A(2)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Northeast Coalition of Neighborhoods ("GRANTEE") in an amount not to exceed \$264,582.

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 Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide 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 Neighborhoods and the City.

This grant agreement shall comply with City policy *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* and *City Code 3.96.010, Office of Neighborhood Involvement*.

GRANTEE'S designated target area shall include the following Neighborhood Associations:

- Alameda Neighborhood Association
- Boise Neighborhood Association
- Concordia Neighborhood Association
- Eliot Neighborhood Association
- Grant Park Neighborhood Association
- Humboldt Neighborhood Association
- Irvington Community Association
- King Neighborhood Association
- Sabin Community Association
- Sullivan's Gulch Neighborhood Association
- Vernon Neighborhood Association
- Woodlawn Neighborhood Association

GOALS:

The goals of this grant agreement are to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level and to implement the goals of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following functions:

1. Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;
2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Associations are reflective of the community;
3. Foster networking and collaboration between Neighborhood Associations, Business District Associations, Diversity and Civic Leadership Program participating organizations, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups;
5. Provide information and referral assistance for Neighborhood Associations and general public to facilitate public awareness of their community and government; and
6. Collaborate with ONI programs to support community members working on neighborhood livability and crime prevention efforts including the Crime Prevention Program, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, Liquor Licensing Program, Graffiti Program, and other ONI grantees including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

Under-engaged Groups: For the purposes of this Grant Agreement, under-engaged groups shall include constituency groups that historically may not have participated in neighborhood association activities, including, but not limited to, communities of color, renters and low-income individuals, working families with children, immigrants and refugees, seniors, students and young adults, people with disabilities, gay, lesbian, bi-sexual and trans-gendered people.

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

1. Involve GRANTEE'S Neighborhood Associations in the development of the annual action plan.
2. Develop strategies and identify activities to carry out Core Program Functions describe in Section B below.
3. Develop Action Plan that includes:

- a. Description of process used to develop action plan.
- b. Activities, benchmarks, and deliverables for each core function area.
- c. Annual organizational budget.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all Neighborhood District Coalitions.

1. STRENGTHEN COMMUNITY CAPACITY

Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts.

- a. Public participation support. GRANTEE will provide public participation services to Neighborhood Associations such as limited strategic planning, policy development, special events planning, leadership training, and/or technical assistance related to neighborhood livability, safety, economic vitality and/or other public policy issues or projects identified by Neighborhood Associations.
- b. Committee support. GRANTEE will support neighborhood association and coalition issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability and/or education), organize special events, and/or incubate community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- c. Board orientation: GRANTEE will offer orientation for Neighborhood Association and District Coalition board members and leaders to familiarize them with their responsibilities as required by their association bylaws, the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management practices.
- d. Meeting space assistance: GRANTEE will assist Neighborhood Associations in finding adequate meeting space for their activities.
- e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
- f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal

management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
- b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.

3. FOSTER NETWORKING AND COLLABORATION

- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
- b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
- c. ONI Programs: GRANTEE will 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.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*
 - ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
 - iii. Collaboration with ONI programs. GRANTEE will 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.

4. PROMOTE EFFECTIVE COMMUNICATION

Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups.

- a. Communication Strategy: Establish a communication strategy that encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.
- b. Respond to requests for information and referrals. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies.
- c. Disseminate information. Disseminate information about Neighborhood Association and District Coalition activities, ONI programs, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood livability issues to individual community members, Neighborhood Associations, and public and private agencies and groups in the Coalition area.
- d. Publicize meetings and activities. Publicize the dates, times and locations of meetings and other related activities of District Coalition, affiliated Neighborhood Associations and Business District Associations in Coalition area either in print or electronic media according to Notice requirements in Section VIII: Open Meetings and Public Records in the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*.
- e. Update information on neighborhood leaders. Provide quarterly updates to ONI of District Coalition staff and board chair and Neighborhood Association board officer names and contact information.
- f. Monthly updates to web calendar. Post monthly updates to the ONI Portland Online web calendar of events for all District Coalition and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.
- g. Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and

distribution of print and/or electronic newsletters, meeting notices and minutes. For the purposes of meeting this function, GRANTEE shall make available to each affiliated Neighborhood Association a minimum annual allocation of \$1000. Funds shall be used solely for the following communication purposes: Media such as print newsletters, fliers, electronic web or email development and maintenance, sign boards, advertisements, direct mailing printing and postage, organizing door-to-door outreach or tabling events, and/or expenses related to organizing one-time special events specifically for outreach purposes such as room rental, audio/visual, or decorations. GRANTEE is exempted if they document one of the following:

- i. GRANTEE's Board has approved of an equitable distribution formula taking into account population and/or number of households.
- ii. GRANTEE produces and distributes a monthly, bi-monthly or quarterly coalition-wide print or electronic communication with substantial content developed by GRANTEE or Neighborhood Association volunteers.

C. MAINTAIN AN ACCESSIBLE OFFICE

1. Maintain an office. GRANTEE will maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space.
2. Minimum 20 hours per week. GRANTEE will schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

D. DOCUMENT MANAGEMENT

1. Bylaws review. GRANTEE will assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* to ensure continued City recognition, and promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI.
2. Filing assistance. GRANTEE will assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division and federal 990, as required.
3. Maintain archives. GRANTEE will maintain necessary archival files of Neighborhood Associations and District Coalition for specific types of records for a specific period, depending on the type of record:
 - a. Minutes of board, committee, and general membership meetings

should be retained permanently or archived with the City.

- b. Articles of incorporation, records of tax-exempt status, and records of grievances should be retained permanently, and bylaws and other operating rules should be retained while they are current.
 - c. Business records should be retained for seven years.
 - d. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
4. Contact data and mailing lists. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations and other private, individual information are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

E. 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: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. 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. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and photographs or video in electronic format.
3. Reporting Schedule. GRANTEE shall provide to ONI:
 - a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;

- ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iv. Duties supported by ONI. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - v. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - vi. Organizational bylaws;
 - vii. Articles of incorporation;
 - viii. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - ix. List of GRANTEE's Board members and contact information;
 - x. Oregon form CT-12;
 - xi. Federal form 990; and,
 - xii. 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 for quarterly payments.
- d. Neighborhood Small Grant Reports. GRANTEE shall provide to ONI:
 - i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEES. ONI will provide an evaluation template.

4. 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.
5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
2. 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.
3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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 ONI Director 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 ONI Director 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.

- B. 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.
- C. 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.
- D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, and other applicable City of Portland fiscal policies and City Ordinances.
- E. 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 the Coalition area.
- F. 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.

- G. 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.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This 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 CITYWIDE NEIGHBORHOOD SYSTEM

1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
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.
4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.
6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees 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 and Neighborhood Associations within the designated target area 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: ONI will advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.
2. Alternative Funding Source Identification: ONI will notify Neighborhood District Coalitions and Neighborhood Associations of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

1. Citywide leadership training system. ONI will work with Neighborhood District Coalitions 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

1. 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, neighborhood boundaries and mapping, 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 challenges across Neighborhood District Coalitions and Neighborhood Associations and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will 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: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide Information: ONI will provide access to information about and how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available
4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's 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

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and Neighborhood District Coalitions, promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions, promote and

facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions between neighborhood district coalitions.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$264,582 for core program work for the period July 1, 2010 through June 30, 2011 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.
 - a. Of this amount \$11,035 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. and Section IV.B.3.
 - b. Of this amount \$10,686 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
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, estimated at the highest anticipated quarter's expenses, in the amount of \$76,064 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, 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.

3. NEIGHBORHOOD SMALL GRANTS—CASH ADVANCE, BILLING AND PAYMENT

- a. Any funds approved by City Council of up to \$11,035 for the purposes of neighborhood small grants, may be distributed to GRANTEE at any time through the fiscal year.
- b. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. Along with invoice provide the following:
 - i. List of grant recipient organizations;

- ii. Title of their project;
 - iii. Short project description (1-3 sentences);
 - iv. Dollar amounts requested;
 - v. Dollar amounts awarded;
 - vi. Lead contact and their contact information;
 - vii. Partner organizations (if any) and contact information; and
 - viii. Identify organization type and project type (ONI will provide categories – to assist with summarizing how funds meet goals of project.)
- c. Upon completion of the grant awards and no later than February 28, GRANTEE shall provide to the City copies of visual documentation and evaluation reports completed by small grant awardees as per their agreements with each respective District Coalition. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by the City. Funds not expended shall be returned to the City.

4. CAPITAL OUTLAYS

- a. Reallocation of any funds to the capital outlay section of the budget shall occur only with the prior written approval of GRANTEE through vote of the Board and of the authorized representative of the City in the format provided by ONI.

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.
- 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.

- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain 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.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for

immediate termination of this agreement by the CITY. 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 five 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, 2015.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Name

Title

Grant No _____
Grant Title: _____

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

183854

GRANT AGREEMENT WITH NEIGHBORS WEST/NORTHWEST

GRANT AGREEMENT NO.

EXHIBIT A(3)

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Neighbors West/Northwest ("GRANTEE") in an amount not to exceed \$256,062.

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 Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide 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 Neighborhoods and the City.

This grant agreement shall comply with City policy *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* and *City Code 3.96.010, Office of Neighborhood Involvement*.

GRANTEE'S designated target area shall include the following Neighborhood Associations:

- Arlington Heights Neighborhood Association
- Goosehollow Foothills League
- Forest Park Neighborhood Association
- Hillside Neighborhood Association
- Linnton Neighborhood Association
- Northwest District Association
- Northwest Heights Neighborhood Association
- Northwest Industrial Neighborhood Association
- Old Town Chinatown Neighborhood Association
- Pearl District Neighborhood Association
- Portland Downtown Neighborhood Association
- Sylvan-Highlands Neighborhood Association

GOALS:

The goals of this grant agreement are to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level and to implement the goals of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following functions:

1. Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;
2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Associations are reflective of the community;
3. Foster networking and collaboration between Neighborhood Associations, Business District Associations, Diversity and Civic Leadership Program participating organizations, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups;
5. Provide information and referral assistance for Neighborhood Associations and general public to facilitate public awareness of their community and government; and
6. Collaborate with ONI programs to support community members working on neighborhood livability and crime prevention efforts including the Crime Prevention Program, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, Liquor Licensing Program, Graffiti Program, and other ONI grantees including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

Under-engaged Groups: For the purposes of this Grant Agreement, under-engaged groups shall include constituency groups that historically may not have participated in neighborhood association activities, including, but not limited to, communities of color, renters and low-income individuals, working families with children, immigrants and refugees, seniors, students and young adults, people with disabilities, gay, lesbian, bi-sexual and trans-gendered people.

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

1. Involve GRANTEE'S Neighborhood Associations in the development of the annual action plan.
2. Develop strategies and identify activities to carry out Core Program Functions describe in Section B below.
3. Develop Action Plan that includes:

- a. Description of process used to develop action plan.
- b. Activities, benchmarks, and deliverables for each core function area.
- c. Annual organizational budget.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all Neighborhood District Coalitions.

1. STRENGTHEN COMMUNITY CAPACITY

Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts.

- a. Public participation support. GRANTEE will provide public participation services to Neighborhood Associations such as limited strategic planning, policy development, special events planning, leadership training, and/or technical assistance related to neighborhood livability, safety, economic vitality and/or other public policy issues or projects identified by Neighborhood Associations.
- b. Committee support. GRANTEE will support neighborhood association and coalition issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability and/or education), organize special events, and/or incubate community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- c. Board orientation: GRANTEE will offer orientation for Neighborhood Association and District Coalition board members and leaders to familiarize them with their responsibilities as required by their association bylaws, the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management practices.
- d. Meeting space assistance: GRANTEE will assist Neighborhood Associations in finding adequate meeting space for their activities.
- e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
- f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal

management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
- b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.

3. FOSTER NETWORKING AND COLLABORATION

- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
- b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
- c. ONI Programs: GRANTEE will 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.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*
 - ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
 - iii. Collaboration with ONI programs. GRANTEE will 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.

4. PROMOTE EFFECTIVE COMMUNICATION

Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups.

- a. Communication Strategy: Establish a communication strategy that encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.
- b. Respond to requests for information and referrals. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies.
- c. Disseminate information. Disseminate information about Neighborhood Association and District Coalition activities, ONI programs, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood livability issues to individual community members, Neighborhood Associations, and public and private agencies and groups in the Coalition area.
- d. Publicize meetings and activities. Publicize the dates, times and locations of meetings and other related activities of District Coalition, affiliated Neighborhood Associations and Business District Associations in Coalition area either in print or electronic media according to Notice requirements in Section VIII: Open Meetings and Public Records in the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*.
- e. Update information on neighborhood leaders. Provide quarterly updates to ONI of District Coalition staff and board chair and Neighborhood Association board officer names and contact information.
- f. Monthly updates to web calendar. Post monthly updates to the ONI Portland Online web calendar of events for all District Coalition and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.
- g. Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and

distribution of print and/or electronic newsletters, meeting notices and minutes. For the purposes of meeting this function, GRANTEE shall make available to each affiliated Neighborhood Association a minimum annual allocation of \$1000. Funds shall be used solely for the following communication purposes: Media such as print newsletters, fliers, electronic web or email development and maintenance, sign boards, advertisements, direct mailing printing and postage, organizing door-to-door outreach or tabling events, and/or expenses related to organizing one-time special events specifically for outreach purposes such as room rental, audio/visual, or decorations. GRANTEE is exempted if they document one of the following:

- i. GRANTEE's Board has approved of an equitable distribution formula taking into account population and/or number of households.
- ii. GRANTEE produces and distributes a monthly, bi-monthly or quarterly coalition-wide print or electronic communication with substantial content developed by GRANTEE or Neighborhood Association volunteers.

C. MAINTAIN AN ACCESSIBLE OFFICE

1. Maintain an office. GRANTEE will maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space.
2. Minimum 20 hours per week. GRANTEE will schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

D. DOCUMENT MANAGEMENT

1. Bylaws review. GRANTEE will assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* to ensure continued City recognition, and promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI.
2. Filing assistance. GRANTEE will assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division and federal 990, as required.
3. Maintain archives. GRANTEE will maintain necessary archival files of Neighborhood Associations and District Coalition for specific types of records for a specific period, depending on the type of record:
 - a. Minutes of board, committee, and general membership meetings

should be retained permanently or archived with the City.

- b. Articles of incorporation, records of tax-exempt status, and records of grievances should be retained permanently, and bylaws and other operating rules should be retained while they are current.
 - c. Business records should be retained for seven years.
 - d. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
4. Contact data and mailing lists. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations and other private, individual information are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

E. 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: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. 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. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and photographs or video in electronic format.
3. Reporting Schedule. GRANTEE shall provide to ONI:
 - a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;

- ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iv. Duties supported by ONI. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - v. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - vi. Organizational bylaws;
 - vii. Articles of incorporation;
 - viii. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - ix. List of GRANTEE's Board members and contact information;
 - x. Oregon form CT-12;
 - xi. Federal form 990; and,
 - xii. 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 for quarterly payments.
- d. Neighborhood Small Grant Reports. GRANTEE shall provide to ONI:
 - i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEES. ONI will provide an evaluation template.

4. 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.
5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
2. 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.
3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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 ONI Director 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 ONI Director 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.

B. 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.

C. 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.

D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, and other applicable City of Portland fiscal policies and City Ordinances.

E. 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 the Coalition area.

F. 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.

- G. 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.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This 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 CITYWIDE NEIGHBORHOOD SYSTEM

1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
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.
4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.
6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees 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 and Neighborhood Associations within the designated target area 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: ONI will advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.
2. Alternative Funding Source Identification: ONI will notify Neighborhood District Coalitions and Neighborhood Associations of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

1. Citywide leadership training system. ONI will work with Neighborhood District Coalitions 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

1. 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, neighborhood boundaries and mapping, 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 challenges across Neighborhood District Coalitions and Neighborhood Associations and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will 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: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide Information: ONI will provide access to information about and how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available
4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's 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

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and Neighborhood District Coalitions, promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions, promote and

facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions between neighborhood district coalitions.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$256,062 for core program work for the period July 1, 2010 through June 30, 2011 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.
 - a. Of this amount \$11,025 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. and Section IV.B.3.
 - b. Of this amount \$13,078 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
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, estimated at the highest anticipated quarter's expenses, in the amount of \$73,511 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, 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.

3. NEIGHBORHOOD SMALL GRANTS—CASH ADVANCE, BILLING AND PAYMENT

- a. Any funds approved by City Council of up to \$11,025 for the purposes of neighborhood small grants, may be distributed to GRANTEE at any time through the fiscal year.
- b. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. Along with invoice provide the following:
 - i. List of grant recipient organizations;

- ii. Title of their project;
- iii. Short project description (1-3 sentences);
- iv. Dollar amounts requested;
- v. Dollar amounts awarded;
- vi. Lead contact and their contact information;
- vii. Partner organizations (if any) and contact information; and
- viii. Identify organization type and project type (ONI will provide categories – to assist with summarizing how funds meet goals of project.)

- c. Upon completion of the grant awards and no later than February 28, GRANTEE shall provide to the City copies of visual documentation and evaluation reports completed by small grant awardees as per their agreements with each respective District Coalition. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by the City. Funds not expended shall be returned to the City.

4. CAPITAL OUTLAYS

- a. Reallocation of any funds to the capital outlay section of the budget shall occur only with the prior written approval of GRANTEE through vote of the Board and of the authorized representative of the City in the format provided by ONI.

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.

- 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
- 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
- 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.

- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain 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.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for

immediate termination of this agreement by the CITY. 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 five 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, 2015.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Name

Title

Grant No _____
Grant Title: _____

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 WITH SOUTHEAST UPLIFT NEIGHBORHOOD PROGRAM**GRANT AGREEMENT NO.****EXHIBIT A(4)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Southeast Uplift Neighborhood Program ("GRANTEE") in an amount not to exceed \$432,824.

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 Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide 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 Neighborhoods and the City.

This grant agreement shall comply with City policy *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* and *City Code 3.96.010, Office of Neighborhood Involvement*.

GRANTEE'S designated target area shall include the following Neighborhood Associations:

- Ardenwald/Johnson Creek Neighborhood Association
- Brentwood/Darlington Neighborhood Association
- Brooklyn Action Corps
- Buckman Neighborhood Association
- Center Neighborhood Association
- Creston-Kenilworth Neighborhood Association
- Eastmoreland Neighborhood Association
- Foster-Powell Neighborhood Association
- Hosford-Abernethy Neighborhood Development (HAND)
- Kerns Neighborhood Association
- Laurelhurst Neighborhood Association
- Montavilla Neighborhood Association
- Mt Scott-Arleta Neighborhood Association
- Mt Tabor Neighborhood Association
- Reed Neighborhood Association
- Richmond Neighborhood Association
- Sellwood-Moreland Improvement League (SMILE)
- South Tabor Neighborhood Association
- Sunnyside Neighborhood Association
- Woodstock Neighborhood Association

GOALS:

The goals of this grant agreement are to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level and to implement the goals of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following functions:

1. Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;
2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Associations are reflective of the community;
3. Foster networking and collaboration between Neighborhood Associations, Business District Associations, Diversity and Civic Leadership Program participating organizations, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups;
5. Provide information and referral assistance for Neighborhood Associations and general public to facilitate public awareness of their community and government; and
6. Collaborate with ONI programs to support community members working on neighborhood livability and crime prevention efforts including the Crime Prevention Program, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, Liquor Licensing Program, Graffiti Program, and other ONI grantees including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

Under-engaged Groups: For the purposes of this Grant Agreement, under-engaged groups shall include constituency groups that historically may not have participated in neighborhood association activities, including, but not limited to, communities of color, renters and low-income individuals, working families with children, immigrants and refugees, seniors, students and young adults, people with disabilities, gay, lesbian, bi-sexual and trans-gendered people.

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

1. Involve GRANTEE'S Neighborhood Associations in the development of the annual action plan.
2. Develop strategies and identify activities to carry out Core Program Functions describe in Section B below.
3. Develop Action Plan that includes:
 - a. Description of process used to develop action plan.
 - b. Activities, benchmarks, and deliverables for each core function area.
 - c. Annual organizational budget.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all Neighborhood District Coalitions.

1. STRENGTHEN COMMUNITY CAPACITY

Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts.

- a. Public participation support. GRANTEE will provide public participation services to Neighborhood Associations such as limited strategic planning, policy development, special events planning, leadership training, and/or technical assistance related to neighborhood livability, safety, economic vitality and/or other public policy issues or projects identified by Neighborhood Associations.
- b. Committee support. GRANTEE will support neighborhood association and coalition issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability and/or education), organize special events, and/or incubate community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- c. Board orientation: GRANTEE will offer orientation for Neighborhood Association and District Coalition board members and leaders to familiarize them with their responsibilities as required by their association bylaws, the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement, Oregon Revised Statute Chapter 65 – Non-Profit Corporations*, and basic nonprofit board and organization management practices.
- d. Meeting space assistance: GRANTEE will assist Neighborhood

Associations in finding adequate meeting space for their activities.

- e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
- f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
- b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.

3. FOSTER NETWORKING AND COLLABORATION

- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
- b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
- c. ONI Programs: GRANTEE will 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.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for Neighborhood Associations, District Coalitions, Business*

District Associations, and the Office of Neighborhood Involvement

- ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
- iii. Collaboration with ONI programs. GRANTEE will 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.

4. PROMOTE EFFECTIVE COMMUNICATION

Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups.

- a. Communication Strategy: Establish a communication strategy that encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.
- b. Respond to requests for information and referrals. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies.
- c. Disseminate information. Disseminate information about Neighborhood Association and District Coalition activities, ONI programs, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood livability issues to individual community members, Neighborhood Associations, and public and private agencies and groups in the Coalition area.
- d. Publicize meetings and activities. Publicize the dates, times and locations of meetings and other related activities of District Coalition, affiliated Neighborhood Associations and Business District Associations in Coalition area either in print or electronic media according to Notice requirements in Section VIII: Open Meetings and Public Records in the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*.
- e. Update information on neighborhood leaders. Provide quarterly updates to ONI of District Coalition staff and board chair and Neighborhood Association board officer names and contact

information.

- f. Monthly updates to web calendar. Post monthly updates to the ONI Portland Online web calendar of events for all District Coalition and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.
- g. Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes. For the purposes of meeting this function, GRANTEE shall make available to each affiliated Neighborhood Association a minimum annual allocation of \$1000. Funds shall be used solely for the following communication purposes: Media such as print newsletters, fliers, electronic web or email development and maintenance, sign boards, advertisements, direct mailing printing and postage, organizing door-to-door outreach or tabling events, and/or expenses related to organizing one-time special events specifically for outreach purposes such as room rental, audio/visual, or decorations. GRANTEE is exempted if they document one of the following:
 - i. GRANTEE's Board has approved of an equitable distribution formula taking into account population and/or number of households.
 - ii. GRANTEE produces and distributes a monthly, bi-monthly or quarterly coalition-wide print or electronic communication with substantial content developed by GRANTEE or Neighborhood Association volunteers.

C. MAINTAIN AN ACCESSIBLE OFFICE

- 1. Maintain an office. GRANTEE will maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space.
- 2. Minimum 20 hours per week. GRANTEE will schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

D. DOCUMENT MANAGEMENT

- 1. Bylaws review. GRANTEE will assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* to ensure continued City recognition, and promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI.

2. Filing assistance. GRANTEE will assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division and federal 990, as required.
3. Maintain archives. GRANTEE will maintain necessary archival files of Neighborhood Associations and District Coalition for specific types of records for a specific period, depending on the type of record:
 - a. Minutes of board, committee, and general membership meetings should be retained permanently or archived with the City.
 - b. Articles of incorporation, records of tax-exempt status, and records of grievances should be retained permanently, and bylaws and other operating rules should be retained while they are current.
 - c. Business records should be retained for seven years.
 - d. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
4. Contact data and mailing lists. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations and other private, individual information are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

E. 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: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. 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. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and

copies of all final project evaluations and photographs or video in electronic format.

3. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE'S Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE'S Board of Directors;
 - iv. Duties supported by ONI. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - v. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - vi. Organizational bylaws;
 - vii. Articles of incorporation;
 - viii. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - ix. List of GRANTEE's Board members and contact information;
 - x. Oregon form CT-12;
 - xi. Federal form 990; and,
 - xii. 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 for quarterly payments.

- d. Neighborhood Small Grant Reports. GRANTEE shall provide to ONI:
 - i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEES. ONI will provide an evaluation template.
4. 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.
5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
2. 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.
3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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 ONI Director 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 ONI Director 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.

B. 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.

C. 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.

- D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, and other applicable City of Portland fiscal policies and City Ordinances.
- E. 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 the Coalition area.
- F. 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.
- G. 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.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This 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 CITYWIDE NEIGHBORHOOD SYSTEM

- 1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
- 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.
4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.
5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.
6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees 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 and Neighborhood Associations within the designated target area 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: ONI will advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.

2. Alternative Funding Source Identification: ONI will notify Neighborhood District Coalitions and Neighborhood Associations of alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

1. Citywide leadership training system. ONI will work with Neighborhood District Coalitions 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

1. 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, neighborhood boundaries and mapping, 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 challenges across Neighborhood District Coalitions and Neighborhood Associations and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will 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: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide Information: ONI will provide access to information about and how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available
4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's 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

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and Neighborhood District Coalitions, promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions between neighborhood district coalitions.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$432,824 for core program work for the period July 1, 2010 through June 30, 2011 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.
 - a. Of this amount \$21,361 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. and Section IV.B.3.
 - b. Of this amount \$28,717 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
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, estimated at the highest anticipated quarter's expenses, in the amount of \$123,439 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, 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.

3. NEIGHBORHOOD SMALL GRANTS—CASH ADVANCE, BILLING AND PAYMENT

- a. Any funds approved by City Council of up to \$21,361 for the purposes of neighborhood small grants, may be distributed to GRANTEE at any time through the fiscal year.
- b. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. Along with invoice provide the following:
 - i. List of grant recipient organizations;
 - ii. Title of their project;
 - iii. Short project description (1-3 sentences);
 - iv. Dollar amounts requested;
 - v. Dollar amounts awarded;
 - vi. Lead contact and their contact information;
 - vii. Partner organizations (if any) and contact information; and
 - viii. Identify organization type and project type (ONI will provide categories – to assist with summarizing how funds meet goals of project.)
- c. Upon completion of the grant awards and no later than February 28, GRANTEE shall provide to the City copies of visual documentation and evaluation reports completed by small grant awardees as per their agreements with each respective District Coalition. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by the City. Funds not expended shall be returned to the City.

4. CAPITAL OUTLAYS

- a. Reallocation of any funds to the capital outlay section of the budget shall occur only with the prior written approval of GRANTEE through vote of the Board and of the authorized representative of the City in the format provided by ONI.

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.
 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to

Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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.**

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. **LIABILITY INSURANCE.**

1. GRANTEE shall maintain 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.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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 five 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, 2015.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Name

Title

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
DateApproved as to form
by City Attorney:_____
Office of City Attorney_____
DateApproved
by City Auditor:_____
Office of City Auditor_____
Date

GRANT AGREEMENT WITH SOUTHWEST NEIGHBORS, INC.**GRANT AGREEMENT NO.****EXHIBIT A(5)**

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" or "ONI") and Southwest Neighbors, Inc. ("GRANTEE") in an amount not to exceed \$263,806.

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 Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide 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 Neighborhoods and the City.

This grant agreement shall comply with City policy *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* and *City Code 3.96.010, Office of Neighborhood Involvement*.

GRANTEE'S designated target area shall include the following Neighborhood Associations:

- Arnold Creek Neighborhood Association
- Ashcreek Neighborhood Association
- Bridlemile Neighborhood Association
- Collins View Neighborhood Association
- South Portland Neighborhood Association
- Crestwood Neighborhood Association
- Far Southwest Neighborhood Association
- Hayhurst Neighborhood Association
- Hillsdale Neighborhood Association
- Homestead Neighborhood Association
- Maplewood Neighborhood Association
- Markham Neighborhood Association
- Marshall Park Neighborhood Association
- Multnomah Neighborhood Association
- South Burlingame Neighborhood Association
- Southwest Hills Residential League
- West Portland Park Neighborhood Association

GOALS:

The goals of this grant agreement are to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level and to implement the goals of *The Five-Year Plan to Strengthen Community Involvement in Portland* through the following functions:

1. Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts;
2. Increase the number and diversity of people involved in neighborhood and community livability issues to ensure Neighborhood Associations are reflective of the community;
3. Foster networking and collaboration between Neighborhood Associations, Business District Associations, Diversity and Civic Leadership Program participating organizations, historically under-engaged communities and other community groups;
4. Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups;
5. Provide information and referral assistance for Neighborhood Associations and general public to facilitate public awareness of their community and government; and
6. Collaborate with ONI programs to support community members working on neighborhood livability and crime prevention efforts including the Crime Prevention Program, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, Liquor Licensing Program, Graffiti Program, and other ONI grantees including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

Under-engaged Groups: For the purposes of this Grant Agreement, under-engaged groups shall include constituency groups that historically may not have participated in neighborhood association activities, including, but not limited to, communities of color, renters and low-income individuals, working families with children, immigrants and refugees, seniors, students and young adults, people with disabilities, gay, lesbian, bi-sexual and trans-gendered people.

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

1. Involve GRANTEE'S Neighborhood Associations in the development of the annual action plan.
2. Develop strategies and identify activities to carry out Core Program Functions describe in Section B below.
3. Develop Action Plan that includes:
 - a. Description of process used to develop action plan.
 - b. Activities, benchmarks, and deliverables for each core function area.
 - c. Annual organizational budget.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions to ensure a minimum service level common to all Neighborhood District Coalitions.

1. STRENGTHEN COMMUNITY CAPACITY

Strengthen community capacity by developing Neighborhood Associations and the leadership potential of individuals to initiate, coordinate and implement effective advocacy efforts.

- a. Public participation support. GRANTEE will provide public participation services to Neighborhood Associations such as limited strategic planning, policy development, special events planning, leadership training, and/or technical assistance related to neighborhood livability, safety, economic vitality and/or other public policy issues or projects identified by Neighborhood Associations.
- b. Committee support. GRANTEE will support neighborhood association and coalition issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability and/or education), organize special events, and/or incubate community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- c. Board orientation: GRANTEE will offer orientation for Neighborhood Association and District Coalition board members and leaders to familiarize them with their responsibilities as required by their association bylaws, the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management practices.
- d. Meeting space assistance: GRANTEE will assist Neighborhood Associations in finding adequate meeting space for their activities.

- e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
- f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
- b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.

3. FOSTER NETWORKING AND COLLABORATION

- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
- b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
- c. ONI Programs: GRANTEE will 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.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*

- ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
- iii. Collaboration with ONI programs. GRANTEE will 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.

4. PROMOTE EFFECTIVE COMMUNICATION

Encourage and facilitate communication among community members, Neighborhood Associations, and public and private agencies and groups.

- a. Communication Strategy: Establish a communication strategy that encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.
- b. Respond to requests for information and referrals. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies.
- c. Disseminate information. Disseminate information about Neighborhood Association and District Coalition activities, ONI programs, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood livability issues to individual community members, Neighborhood Associations, and public and private agencies and groups in the Coalition area.
- d. Publicize meetings and activities. Publicize the dates, times and locations of meetings and other related activities of District Coalition, affiliated Neighborhood Associations and Business District Associations in Coalition area either in print or electronic media according to Notice requirements in Section VIII: Open Meetings and Public Records in the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*.
- e. Update information on neighborhood leaders. Provide quarterly updates to ONI of District Coalition staff and board chair and Neighborhood Association board officer names and contact information.
- f. Monthly updates to web calendar. Post monthly updates to the ONI

Portland Online web calendar of events for all District Coalition and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.

- g. Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes. For the purposes of meeting this function, GRANTEE shall make available to each affiliated Neighborhood Association a minimum annual allocation of \$1000. Funds shall be used solely for the following communication purposes: Media such as print newsletters, fliers, electronic web or email development and maintenance, sign boards, advertisements, direct mailing printing and postage, organizing door-to-door outreach or tabling events, and/or expenses related to organizing one-time special events specifically for outreach purposes such as room rental, audio/visual, or decorations. GRANTEE is exempted if they document one of the following:

- i. GRANTEE's Board has approved of an equitable distribution formula taking into account population and/or number of households.
- ii. GRANTEE produces and distributes a monthly, bi-monthly or quarterly coalition-wide print or electronic communication with substantial content developed by GRANTEE or Neighborhood Association volunteers.

C. MAINTAIN AN ACCESSIBLE OFFICE

- 1. Maintain an office. GRANTEE will maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space.
- 2. Minimum 20 hours per week. GRANTEE will schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

D. DOCUMENT MANAGEMENT

- 1. Bylaws review. GRANTEE will assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* to ensure continued City recognition, and promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI.
- 2. Filing assistance. GRANTEE will assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division and federal 990, as

required.

3. Maintain archives. GRANTEE will maintain necessary archival files of Neighborhood Associations and District Coalition for specific types of records for a specific period, depending on the type of record:
 - a. Minutes of board, committee, and general membership meetings should be retained permanently or archived with the City.
 - b. Articles of incorporation, records of tax-exempt status, and records of grievances should be retained permanently, and bylaws and other operating rules should be retained while they are current.
 - c. Business records should be retained for seven years.
 - d. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
4. Contact data and mailing lists. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations and other private, individual information are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

E. 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: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. 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. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and photographs or video in electronic format.

3. Reporting Schedule. GRANTEE shall provide to ONI:

- a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
- b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iv. Duties supported by ONI. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - v. FTE. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - vi. Organizational bylaws;
 - vii. Articles of incorporation;
 - viii. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - ix. List of GRANTEE's Board members and contact information;
 - x. Oregon form CT-12;
 - xi. Federal form 990; and,
 - xii. 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 for quarterly payments.
- d. Neighborhood Small Grant Reports. GRANTEE shall provide to

ONI:

- i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEEES. ONI will provide an evaluation template.
4. 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.
5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
2. 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.
3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director 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 ONI Director 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 ONI Director 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.

B. 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.

C. 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.

D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations,*

and the Office of Neighborhood Involvement, and other applicable City of Portland fiscal policies and City Ordinances.

- E. 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 the Coalition area.
- F. 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.
- G. 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.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This 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 CITYWIDE NEIGHBORHOOD SYSTEM

- 1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
- 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.

4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.
5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.
6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees 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 and Neighborhood Associations within the designated target area 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: ONI will advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.
2. Alternative Funding Source Identification: ONI will notify Neighborhood District Coalitions and Neighborhood Associations of alternative funding

sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING

1. Citywide leadership training system. ONI will work with Neighborhood District Coalitions 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

1. 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, neighborhood boundaries and mapping, 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 challenges across Neighborhood District Coalitions and Neighborhood Associations and best practices for responding to them.

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will 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: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide Information: ONI will provide access to information about and how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available
4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's 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

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and Neighborhood District Coalitions, promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions, promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and help facilitate discussions between neighborhood district coalitions.

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$263,806 for core program work for the period July 1, 2010 through June 30, 2011 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.
 - a. Of this amount \$10,647 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. and Section IV.B.3.
 - b. Of this amount \$12,203 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
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, estimated at the highest anticipated quarter's expenses, in the amount of \$75,948 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, 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.

3. NEIGHBORHOOD SMALL GRANTS—CASH ADVANCE, BILLING AND PAYMENT

- a. Any funds approved by City Council of up to \$10,647 for the purposes of neighborhood small grants, may be distributed to GRANTEE at any time through the fiscal year.

- b. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. Along with invoice provide the following:
 - i. List of grant recipient organizations;
 - ii. Title of their project;
 - iii. Short project description (1-3 sentences);
 - iv. Dollar amounts requested;
 - v. Dollar amounts awarded;
 - vi. Lead contact and their contact information;
 - vii. Partner organizations (if any) and contact information; and
 - viii. Identify organization type and project type (ONI will provide categories – to assist with summarizing how funds meet goals of project.)
- c. Upon completion of the grant awards and no later than February 28, GRANTEE shall provide to the City copies of visual documentation and evaluation reports completed by small grant awardees as per their agreements with each respective District Coalition. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by the City. Funds not expended shall be returned to the City.

4. CAPITAL OUTLAYS

- a. Reallocation of any funds to the capital outlay section of the budget shall occur only with the prior written approval of GRANTEE through vote of the Board and of the authorized representative of the City in the format provided by ONI.

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.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.

3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
 - C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
 - D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during 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.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain 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.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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 five 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, 2015.

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GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Name

Title

Grant No _____
Grant Title: _____

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