

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and _____ the [organization] ("GRANTEE") in an amount not to exceed \$5,000 for FY 2009-2010 and \$5,000 for FY 2010-.2011. Grant funding for FY 2010-2011 shall be done by grant amendment at the discretion of the City.

RECITALS:

Through an individual grant from the Bureau of Planning and Sustainability (BPS), the grantee will build capacity within the particular community to participate in the development of the Portland Plan in ways that are most relevant, culturally-appropriate and meaningful to the particular community, respecting the community's concerns, aspirations and capacity. DCL partners will build on current and past efforts, including but not limited to involvement in visionPDX.

Assumptions underlying this proposal:

1. To be meaningful and enduring, the Portland Plan must be developed in a way that welcomes all Portlanders to participate in shaping it.
2. VisionPDX successfully engaged thousands of Portlanders in an open discussion about the city's future and their place in it, including youth, elders, immigrants and refugees and people with disabilities. For many Portlanders, this was the first experience with a public process of any kind. Through this process, people contributed their time, energy and thoughtful input that provide a strong foundation for the Portland Plan. Any future engagement must honor and build on these individual and group contributions. To maintain trust that was cultivated through this process, participants must be able to see how the Portland Plan and subsequent implementation efforts incorporate their earlier input.
3. To successfully engage non-geographic communities in public processes, City staff has to look beyond conventional participation strategies that, for example, have relied heavily on neighborhood associations. Successful engagement strategies have to build and maintain trust, make participants feel welcome and comfortable, and honor different communication styles and preferences. Strategies must also be designed to address common barriers to participation including logistical barriers (meeting location, time of day, lack of childcare, etc.), mobility and transportation barriers, and communication barriers (language, level of technical complexity, lack of diversity portrayed in presentation images, etc.).
4. Culturally-based groups are familiar with their communities' needs, level of interest, and the relevance of Portland Plan issues to community members. Each organization can identify goals most appropriate for the particular community (i.e., how deeply or broadly do they want to get involved? at which points in the process?) to educate and involve their community members in meaningful and culturally-appropriate ways.

EXHIBIT A

5. There are multiple “entry points” when the public can plug into the Portland Plan process, and the process must be open and welcoming at each stage. Opportunities for meaningful engagement will be provided throughout the process of drafting and refining the plan. In addition, the public will be enlisted to help implement the plan once it is adopted, and to monitor and evaluate implementation activities to track progress on meeting established goals and targets.

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 way:

- Identify goals for building capacity within the organization to engage community members in the Portland Plan in ways that advance each organization’s mission and values.
- Work with BPS to develop cooperative agreements to provide clarity about goals, roles and responsibilities, expectations, proposed approaches, desired outcomes and definition of “success.” This agreement will be developed collaboratively between BPS and each organization to describe in more detail the types of engagement each partner organization proposes, given the capacity and interests of each particular community and organization.
- Serve in a coordinating role to engage community members in the Portland Plan in culturally appropriate ways, building on current and past efforts, including but not limited to visionPDX.
- Conduct community forums or other community activities centered around Portland Plan issues and themes, as appropriate, and summarize public input for BPS staff.

II. ACTIONS TO BE TAKEN BY GRANTOR**Bureau of Planning and Sustainability (BPS):**

- Work with Grantee to develop a cooperative agreement to provide clarity about program goals, roles and responsibilities, expectations and desired outcomes.
- Fund grant to each Grantee.
- Cover direct costs for production of culturally-appropriate educational materials, translation, room rental, and other event expenses for Grantee-sponsored events on the Portland Plan.
- Provide trainings on the Portland Plan process and provide technical assistance to Grantee’s staff and volunteers as needed to help build an understanding of the Portland Plan content and process.
- Collaborate with Grantee in the design of events, participate in organization-hosted gatherings as requested, and provide tools (clickers, PowerPoint presentations, etc.) for use in these events.
- Draft and translate educational and promotional materials for different audiences, with consultation from partners on tone, relevance, readability, word choice, etc.
- Meet as requested with Grantee and/or individual partner organizations.

- Provide timely updates and other requested information to keep partners informed about Portland Plan process and content, with an eye towards identifying relevant issues and timing opportunities for meaningful community participation.
- Provide feedback loop to show how public input is incorporated into the planning process
- Provide support to Grantee in compiling public comments from community forums (e.g., transcribe meeting notes, data entry, etc.)
- Supplementary expenses such as translation, interpretation or childcare to complement the Grantee's efforts may be provided by BPS over and above these program costs with advance agreement by all parties.

Office of Neighborhood Involvement:

- Consult with and advise the Grantee and BPS as needed to support efforts to engage non-geographic communities in the Portland Plan in culturally-appropriate ways.

III. SPECIFIC CONDITIONS OF THE GRANT

- A. Records: All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- B. Grant Manager: The Grant Manager for this grant is Deborah Stein, District Liaison Program Manager, or such other person as designated by the Director of the Bureau of Planning and Sustainability.
- C. Amendment. The Grant Manager, is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. This grant may be amended by the Director of the Bureau of Planning and Sustainability to provide the same amount of funds for the FY 2010-11
- D. 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.
- E. Reports: Grantees shall submit Quarterly Reports to BPS that will include narrative highlights of activities related to engagement for the Portland Plan. Reports should describe: how community capacity has been strengthened; how the organization has fostered networking and collaboration, and how the organization's activities have encouraged and facilitated communication and involvement of culturally diverse Portlanders in the Portland Plan process. 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.
1. The first report is due within 30 days of the first grant, and then quarterly

EXHIBIT A

thereafter

IV. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$5,000 for FY 2009-2010 to be made prior to June 30, 2010. The balance of the grant, for FY 2010-2011 will be awarded between July 1, 2010 and June 30, 2011 through a grant amendment at the City's discretion.
- B. 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and evidence of payment for program expenses and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the final project report.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

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

EXHIBIT A

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

EXHIBIT A

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

EXHIBIT A

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. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial

EXHIBIT A

audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.

- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.

VI. TERM OF GRANT

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, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of June 30, 2011.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____
Address: _____
Social Security #: _____
Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____ Exempt _____
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 grant 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/Title _____ Date _____

=====

CITY OF PORTLAND SIGNATURES

Approved by
Bureau of Planning
and Sustainability:

Susan Anderson, Director Date _____

Approved as to form
by City Attorney:

Office of City Attorney Date _____