

**GRANT AGREEMENT WITH SOUTHWEST NEIGHBORHOODS, INC.
GRANT AGREEMENT NO.**

EXHIBIT A(5)

This is a Grant Agreement between the CITY OF PORTLAND, OREGON and SOUTHWEST NEIGHBORHOODS, INC.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to Southwest Neighborhoods, Inc. 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 Southwest Neighborhoods, Inc. 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 ADM-4.03 *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement* as well as *City Code 3.96.010, Office of Neighborhood Involvement*. As partners working together to implement *The Five-Year Plan to Strengthen Community Involvement in Portland* (created by Community Connect), GRANTEE and ONI will be working together over the next year to develop new performance measurements and tools for implementation.

In recognition of these extenuating circumstances benchmarks and performance measurements listed in Section I.C. of this document are a starting point for developing new assessment tools to measure the effectiveness of Portland's Neighborhood Association programs. This year-long effort will result in adjustments to these as more permanent measurements are implemented for the fiscal year 2009-2010.

The 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:

With the funding provided by this grant agreement and based on District Coalition Board priorities and approaches as articulated in the annual action plan, the goal of this grant agreement shall be to enhance community involvement in efforts to improve neighborhood livability, sense of community and public safety, organizational and self-empowerment at the neighborhood level through a variety of functions: To reach this goal, District Coalitions shall:

1. Strengthen community capacity by developing Neighborhood Associations and individual leadership potential to initiate, coordinate and maintain 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, underrepresented 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 Center, Neighborhood Program, Disability Program, Diversity and Civic Leadership Program, Effective Engagement Solutions Program, Public Involvement Standards Program, and other grantee programs including Elders in Action and the Neighborhood Mediation Program at Resolutions Northwest.

DEFINITIONS:

For the purposes of this Grant Agreement, underrepresented groups shall include constituency groups which traditionally may not have been represented in neighborhood association activities or for which a District Coalition can demonstrate has been historically underrepresented 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

- A. **ACTION PLAN.** GRANTEE shall perform the activities included in the GRANTEE's annual action plan and shall notify ONI in writing of any proposed amendments to the action plan.

In consultation with each affiliated Neighborhood Association in the designated target area, GRANTEE shall develop an action plan for the period of the contract. The action plan, adopted by the GRANTEE Board of Directors, shall be submitted to ONI for initial review as a required attachment of this contract. The action plan shall include the following:

1. **PROCESS.** A description of the process through which GRANTEE developed the action plan, especially the involvement of affiliated Neighborhood Associations and their residents.
2. **COMPONENTS OF ACTION PLAN.** The Action Plan shall clarify strategies and activities for each of the following Core Program Functions listed in Section I, B and Section I, C:
 - a. Strengthen Community Participation,
 - b. Increase the number and diversity of people involved,
 - c. Foster networking and collaborations between neighborhood and business district associations and other local organizations and interest groups,
 - d. Promote effective communication to keep the community informed about issues, opportunities for involvement, and ways to plug in,
 - e. Maintain an accessible office, contact information management and document administration,
 - f. Develop Resources,
 - g. Collaborate with Office of Neighborhood Involvement Programs.
3. **STAFF DUTIES AND FUNDING ALLOCATIONS**
 - a. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI-provided form.
 - b. List of each FTE and their percent funded by this contract and/or other funds using an ONI-provided form.

B. CORE PROGRAM FUNCTIONS

GRANTEE shall provide the following core program functions in order to ensure a minimum service level common to all District Coalitions. GRANTEE will clarify activities, benchmarks, and deliverables in their annual work plan for each program function as follows:

1. STRENGTHEN COMMUNITY PARTICIPATION

- a. District Coalition staff 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. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.
- b. Support 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, meeting and document administration. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices and outcomes.
- c. Administer a neighborhood small grants program. GRANTEE shall administer marketing the grant program (in coordination with ONI), recruiting and coordinating a grant-making committee, provide fiscal management of funds, and provide limited technical assistance with grant projects. GRANTEE shall document certain project totals such as total fund requests vs. rewards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and visual documentation (preferably electronic format.)
- d. Provide orientation for Neighborhood Association and District Coalition board members and leaders so that they are familiar with their responsibilities as required by their association bylaws, the Standards for Neighborhood Associations, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management. GRANTEE shall document participation numbers, the staff's role, and publicity and/or organizing model best practices, and outcomes.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. Assist Neighborhood Associations with accessing the Fund for Accessible Neighborhoods to overcome barriers to participation by providing language interpretation and translation, childcare, transportation and ADA accessibility support. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes. GRANTEE shall administer allocated funds from ONI's Fund for Accessible Neighborhoods as well as coordinate marketing efforts with ONI. GRANTEE shall provide to

participants tool developed to capture demographic information and shall report results to ONI.

- b. Provide tools, methods and best practices assistance to Neighborhood Associations for increasing community involvement in their activities. This includes increasing their effectiveness with the recruitment and retention of new membership and leadership. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes. Examples of best practices include: developing and implementing marketing and/or outreach such as door-to-door campaigns, tabling at events, direct mailings to households, one-on-one recruitment meetings with individuals, etc. GRANTEE shall document attendance at all Coalition and Neighborhood Association sponsored meetings, events and activities.
- c. Provide tools, methods and best practices assistance to Neighborhood Associations for targeted efforts at increasing underrepresented group involvement in their activities. This includes increasing their effectiveness with the recruitment and retention of new membership and leadership. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.

3. FOSTER NETWORKING AND COLLABORATIONS BETWEEN NEIGHBORHOOD, BUSINESS DISTRICT ASSOCIATIONS, DIVERSITY AND CIVIC LEADERSHIP PROGRAM ORGANIZATIONS, SCHOOL-BASED, FAITH-BASED, AND OTHER COMMUNITY GROUPS

- a. Coordinate a Neighborhood and Community Engagement Initiative project in partnership with an underrepresented organization on a community-building activity that meets the goals of this grant agreement. Funds, as allocated in Section III, A, 1 shall be split equally. Projects shall provide leadership opportunities for Neighborhood Association leaders to build relationships with and learn cultural competency skills from working with underrepresented groups. GRANTEE shall coordinate scheduling and marketing efforts with ONI and other District Coalitions, non-profits, and other partner organizations. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.
- b. Build partnerships and/or the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies of the District Coalition and Neighborhood Associations within that District Coalition's boundaries. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.
- c. GRANTEES shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the

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review and update of the Neighborhood Standards. GRANTEEs are encouraged to recruit Coalition representation on other ONI related policy and advisory committees.

4. PROMOTE EFFECTIVE COMMUNICATION TO KEEP THE COMMUNITY INFORMED ABOUT ISSUES, OPPORTUNITIES FOR INVOLVEMENT, AND WAYS TO PLUG IN

- a. Establish a communication strategy which encourages and increases communication between Neighborhood Association members, community residents, businesses, and government. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.
- b. Respond to information and referral inquiries from Neighborhood Associations, community members and organizations, and public agencies. GRANTEE shall track the number of such requests responded to including, but not limited to: phone calls, emails, walk-ins, web hits and requests responded to when staff attend neighborhood or community meetings.
- c. 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. GRANTEE shall document strategies, best practices and outcomes.
- d. 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 ONI. GRANTEE shall document numbers, the staff's role, any publicity of such events through earned media and/or organizing model best practices, and outcomes.
- e. Provide quarterly updates to ONI of District Coalition staff, board officer and Neighborhood Association board officer names and contact information.
- f. Post monthly updates to the ONI Portlandonline 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.

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- g. 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 shall document distribution numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes. 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. Provide a monthly, bi-monthly or quarterly coalition-wide print or electronic newsletter with substantial content developed by GRANTEE staff or Neighborhood Association volunteers beyond distributing simple meeting notices and/or forwarding emails from other .

5. MAINTAIN AN ACCESSIBLE OFFICE, CONTACT INFORMATION MANAGEMENT AND DOCUMENT ADMINISTRATION

- a. Maintain a District Coalition office accommodating a minimum of three workspaces with reasonably accessible, safe, and healthy work space. Assist Neighborhood Associations in finding adequate meeting space for their activities.
- b. Maintain minimum 20 hours per week open to the public Coalition office hours to accommodate walk-in public. Schedule regular hours of operation to be posted in advance.
- c. Assist ONI in the review of Neighborhood Association bylaws when they are updated for compliance with the Standards for Neighborhood Associations to ensure continued City recognition. Promptly deliver copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status to the ONI Neighborhood Resource Center manager.
- d. Assist member Neighborhood Associations with tracking deadlines, completing, and filing of annual reports for the State of Oregon, Corporation Division.
- e. 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:

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- i. Minutes of board, committee, and general membership meetings should be retained permanently or archived with the City.
- ii. 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.
- iii. Business records should be retained for seven years.
- iv. Records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.
- v. Any other records Neighborhood Associations shall retain as required by any state, federal, or other laws.
- vi. District Coalitions shall retain records as required by their contracts with the Office of Neighborhood Involvement and by any state, federal, or other laws.

6. RESOURCE DEVELOPMENT

Leverage contracted resources to enhance community-building activities through fund-raising donations such as special events or direct mailings, securing grants and/or contracts from sources other than ONI. GRANTEE shall document participation numbers, the staff's role, any publicity and/or organizing model best practices, and outcomes.

7. COLLABORATE WITH OFFICE OF NEIGHBORHOOD INVOLVEMENT PROGRAMS

Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management. Collaborate with the following programs, including, but not limited to these specific actions:

a. CRIME PREVENTION CENTER

Assist the ONI Crime Prevention Program with publication of calendar notices for related meetings, activities and/or informational stories produced by Crime Prevention staff in print or electronic newsletters, list serves, and/or web postings distributed by GRANTEE.

b. NEIGHBORHOOD PROGRAM

Coordinate planning and marketing with the Office of Neighborhood Involvement for citywide leadership development and training opportunities. Assist with distributing workshop notices via e-mail lists or print newsletters.

c. EFFECTIVE ENGAGEMENT SOLUTIONS PROGRAM

- i. Collaborate on the development of the What's Race Got to Do With It dialogues with multiple partners on impacts of race conflict on neighborhood livability.

- ii. Assist with the distribution of event notices about Restorative Listening Project via email or print newsletters.
- iii. Assist with the distribution of information about Neighborhood Mediation Program, Community Residential Siting Program services and limited group mediation and facilitation services available to Neighborhood Associations.

d. DIVERSITY AND CIVIC LEADERSHIP (DCL) PROGRAM

- i. Work with DCL Program Coordinator with the goal of identifying opportunities for coordination and collaboration on community engagement efforts between Neighborhood Associations, DCL grantee organizations and other underrepresented organizations.
- ii. Assist with the distribution of key event or recruitment efforts related to DCL grantee organization projects.

e. DISABILITY PROGRAM

Work with Disability Program Coordinator with the goal of connecting, supporting, and encouraging civic engagement between people of the disability community and Neighborhood Associations.

f. PUBLIC INVOLVEMENT STANDARDS PROGRAM

- i. Work with Public Involvement Standards Program Coordinator to recruit participation and engagement with the Public Involvement Advisory Council with the goal of developing consistent guidelines and tools for strengthening and improving public involvement processes across City bureaus.
- ii. Assist with the distribution of event notices about the Public Involvement Advisory Council via email or print newsletters.

C. REPORTING PERFORMANCE MEASURES

The activities in this section are subject to continuous review and improvement and may be amended based on effectiveness of approaches and/or changes identified in trends as mutually agreed upon by the ONI and GRANTEES. All GRANTEES will use the same system for tracking performance measures including working with ONI to develop a mutually agreed upon definitions guide.

GRANTEE will complete a quarterly performance measurement report including quantitative data tracking newly initiated, ongoing, or completed Neighborhood Association and District Coalition general membership, board, and sub-committee meetings, community-involvement projects, events and/or activities during that quarter. Some functions ask for qualitative narratives describing tools, methods, and best practices employed to assist Neighborhood Associations in order to highlight successes,

challenges and lessons learned. A comprehensive spreadsheet will be provided to incorporate measures that respond to multiple functions summarized below:

1. District Coalition staff will provide public participation services to Neighborhood Associations.
2. Support issue-based committees and/or ad-hoc committees, organize special events, and/or incubate community-driven initiatives.
3. Administer a neighborhood small grants program.
4. Provide orientation for Neighborhood Association and District Coalition board members and leaders.
5. Assist Neighborhood Associations with accessing the Fund for Accessible Neighborhoods to overcome barriers to participation.
6. Provide tools, methods and best practices assistance to Neighborhood Associations for increasing community involvement in their activities.
7. Provide tools, methods and best practices assistance to Neighborhood Associations for targeted efforts at increasing underrepresented group involvement in their activities.
8. Coordinate a Neighborhood and Community Engagement Initiative project in partnership with an underrepresented organization on a community-building activity.
9. Build partnerships and/or the participation of businesses and Business District Association representatives.
10. Establish a communication strategy, which encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.

1. STRENGTHEN COMMUNITY PARTICIPATION

- a. **Function:** District Coalition staff 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.
 - i. **Result:** Increased capacity of Neighborhood Associations and District Coalition to effectively accomplish their goals and succeed.
 - ii. **Measurements:**
 - ❑ Number of Neighborhood Association and District Coalition meetings, events, and/or activities attended by GRANTEE staff.
 - ❑ Number of projects GRANTEE staff provides public participation services for.
- b. **Function:** Support issue-based committees and/or ad-hoc committees (such as land use, parks/open space, transportation, public safety, sustainability, etc), organize special events, and/or incubate community-driven initiatives that have a

community-wide impact on neighborhood livability, safety, economic vitality and/or other public policy issues by providing staff planning, outreach and organizational bridging support, meeting & document administration.

- i. **Result:** Increased effectiveness of coalition and community issue-based committees and/or ad-hoc efforts to improve neighborhood livability, safety, economic vitality, and/or influence City policy, budget, planning and capital improvement projects.
 - ii. **Measurement:**
 - ❑ Number of community-involvement projects, events, and activities initiated, maintained, or completed.
 - ❑ Names and number of organizational partners for each project.
 - ❑ Provide narrative(s) of tools, methods, and best practices employed to increase effectiveness of such committees, special events, and/or community-driven initiatives. This includes, but is not limited to examples of providing staff planning, outreach, organizational bridging, meeting and/or document assistance.
- c. **Function:** Administer a neighborhood small grants program.
- i. **Result:** Neighborhood Associations and community organizations expand their community-building capacity, attract new and diverse members and sustain those already involved.
 - ii. **Measurement:** Provide the following information with submittal of invoice:
 - ❑ All applicants organizational names, project title, contact person and contact information
 - ❑ Requested and awarded dollar amounts
 - ❑ Awarded grantee leveraged financial amount and volunteer hours
 - ❑ Awarded grantee organizational partners
 - ❑ Identification of organizational type and project type (in order to identify progress at meeting goal for URG involvement)
 - ❑ Final evaluations from grantees upon completion of projects, including a photo representing grant activity (preferably a digital file)
- d. **Function:** Provide orientation for Neighborhood Association and District Coalition board members and leaders so that they are familiar with their responsibilities as required by their association bylaws, the Standards for Neighborhood Associations, Oregon Revised Statute Chapter 65 – Non-Profit Corporations, and basic nonprofit board and organization management.
- i. **Result:** Increased Neighborhood Association and District Coalition board member understanding of their organizational and individual leadership responsibilities.

- ii. **Measurement:** Number of people who participate in or receive training and/or one-on-one mentoring on leadership and/or organizational development skills delivered by GRANTEE staff.

2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED

- a. **Function:** Assist Neighborhood Associations with accessing the Fund for Accessible Neighborhoods to overcome barriers to participation by providing language interpretation and translation, childcare, transportation and ADA accessibility support.
 - i. **Result:** Increased number of people who participate in Neighborhood Association and/or District Coalition meetings, events, and/or activities who may not have become involved without this assistance.
 - ii. **Measurement:**
 - Total dollar amount allocated to the following categories:
 - Language translation and interpretation
 - Childcare
 - Transportation
 - ADA Accessibility (includes sign language and real time captioning)
- b. **Function:** Provide tools, methods and best practices assistance to Neighborhood Associations for increasing community involvement in their activities. This includes increasing their effectiveness with the recruitment and retention of new membership and leadership.
 - i. **Result:** Sustained and/or increased attendance of new people and/or people who've not participated in the past two years in Neighborhood Association and District Coalition activities, meetings and/or events.
 - ii. **Measurement:**
 - Number of meetings (including sub-committees) and special events and/or activities of Neighborhood Associations and District Coalition.
 - Number of people who attend meetings, special events, and/or activities of Neighborhood Associations and District Coalition.
 - Provide narrative(s) of tools, methods, and best practices employed to assist Neighborhood Associations with efforts to increase community involvement in their activities, meetings, and/or events. This includes, but is not limited to, developing and implementing marketing and/or outreach such as door-to-door campaigns, tabling at events, direct mailings to households, one-on-one recruitment meetings with individuals, etc.
- c. **Function:** Provide tools, methods and best practices assistance to Neighborhood Associations for targeted efforts at increasing underrepresented group

involvement in their activities. This includes increasing their effectiveness with the recruitment and retention of new membership and leadership.

- i. **Result:** Sustained and/or increased attendance of people from underrepresented groups in Neighborhood Association and District Coalition activities, meetings and/or events.
- ii. **Measurement:** Provide narrative(s) of tools, methods, and best practices employed to assist Neighborhood Associations with targeted efforts to increase underrepresented group involvement in their activities, meetings, and/or events. This includes, but is not limited to, developing and implementing marketing and/or outreach such as door-to-door campaigns, tabling at events, direct mailings to households, one-on-one recruitment meetings with individuals, etc.

3. FOSTER NETWORKING AND COLLABORATIONS BETWEEN NEIGHBORHOOD, BUSINESS DISTRICT ASSOCIATIONS, DIVERSITY AND CIVIC LEADERSHIP PROGRAM ORGANIZATIONS, SCHOOL-BASED, FAITH-BASED, AND OTHER COMMUNITY GROUPS

- a. **Function:** Coordinate a Neighborhood and Community Engagement Initiative project in partnership with an underrepresented organization on a community-building activity that meets the goals of this grant agreement. Funds, as allocated in Section III, A, 1 shall be split equally. Projects shall provide leadership opportunities for Neighborhood Association leaders to build relationships with and learn cultural competency skills from working with underrepresented groups.
 - i. **Result:** Increased capacity of District Coalition and Neighborhood Associations to effectively work with underrepresented groups.
 - ii. **Measurement:**
 - ❑ Number of GRANTEE projects that involve working with underrepresented groups.
 - ❑ Number of GRANTEE projects that involve working with school or faith-based organizations.
 - ❑ Provide narrative(s) of tools, methods, and best practices employed to assist Neighborhood Associations with targeted efforts to build partnerships with and/or the participation of underrepresented groups.
- b. **Function:** Build partnerships and/or the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies of the District Coalition and Neighborhood Associations within that District Coalition's boundaries.

i. **Result:** Increased capacity of District Coalition and Neighborhood Associations to effectively work with Business District Associations and/or the business community.

ii. **Measurement:**

- Number of GRANTEE projects that involve working with Business District Associations.
- Provide narrative(s) of tools, methods, and best practices employed to assist Neighborhood Associations with targeted efforts to build partnerships with and/or the participation of businesses and Business District Associations.

4. PROMOTE EFFECTIVE COMMUNICATION TO KEEP THE COMMUNITY INFORMED ABOUT ISSUES, OPPORTUNITIES FOR INVOLVEMENT, AND WAYS TO PLUG IN

a. **Function:** Establish a communication strategy, which encourages and increases communication between Neighborhood Association members, community residents, businesses, and government.

i. **Result:** Increased level of community awareness of Neighborhood Association and District Coalition activities and organizing campaigns through a diversified GRANTEE communication strategy.

ii. **Measurement:**

- Number of people receiving communications distributed to the community. May include both electronic and print counts of communications to same individuals and/or households. Must include substantial content developed by District Coalition staff or Neighborhood Association volunteers beyond distributing a simple meeting notice or forwarding emails from others.
- Provide narrative(s) of tools, methods, and best practices employed to increase level of awareness of Neighborhood Associations and GRANTEE meetings, activities and organizing campaigns.

II. 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. 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 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. When appropriate coordinate Neighborhood Summits for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills topics.
4. Coordinate monthly meeting of District Coalition Board Chairs and Directors for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. 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 semi-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. ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. RESOURCE DEVELOPMENT

1. Advocate with Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.

2. Assist District Coalitions and Neighborhood Associations in identifying and submitting proposals for alternative funding sources for expanding public participation services.

D. LEADERSHIP SKILLS TRAINING AND BOARD ORIENTATION

1. Coordinate, as supported by the Bureau's budget, supplemental leadership training and technical assistance with District Coalitions to assist Neighborhood Associations and other community groups on skill sets relating to working with City public involvement processes; basic non-profit organizational and board development skills; communication and diversity outreach strategies; and basic land use processes.
2. Provide a *Public Involvement Handbook* and other supplemental board orientation materials for the use of Neighborhood Associations, District Coalitions, and community groups. This includes services provided by the Office of Neighborhood Involvement; overview of City bureaus and contact information; basic land use terms and processes; basic non-profit organizational and board development skills; and communication and diversity outreach strategies.

E. INCLUSION AND PARTICIPATION

The Office of Neighborhood Involvement shall incorporate into the annual action plans of Neighborhood Resource Center programs (including the Diversity and Civic Leadership Program, Effective Engagement Program, Disability Program, and Public Involvement Standards Program) action steps taken to:

1. Provide technical assistance, such as neighborhood demographic data, to District Coalitions relating to development and implementation of action plans;
2. Provide technical assistance to District Coalitions to develop partnerships with Portland's diverse communities and organizations. Develop a database of community organizations for the use of District Coalitions;
3. Provide technical assistance to District Coalitions in providing opportunities for Neighborhood Associations to increase their effectiveness in recruiting, training and retaining volunteer leadership from diverse constituencies to participate in neighborhood activities; and
4. Provide resources and technical assistance to District Coalitions in efforts to make Neighborhood Association meetings and communications accessible to constituencies or individuals where assistance is either culturally appropriate or requested. This may include providing language interpretation of meetings and translation of meeting fliers and newsletters for those for who English is a second language, identifying childcare options, transportation solutions and meeting locations which are accessible to people with disabilities.

5. Provide limited technical assistance with building organizational and leadership relationships between GRANTEES and ONI Diversity and Civic Leadership Program grantees and program participants with the goal of identifying future opportunities for coordination and collaboration on community engagement efforts, membership and leadership recruitment efforts. Specifically, provide assistance with identifying and building opportunities for partnerships on the Neighborhood and Community Engagement Initiative projects and Neighborhood Small Grants.
6. Provide limited technical assistance through the Disability Program to connect, support and encourage civic engagement between people of the disability community and GRANTEE organizations with community engagement, membership and leadership recruitment efforts and other disability related issues. Provide technical assistance to GRANTEES and Neighborhood Associations on Americans With Disabilities Act and Title II issues.
7. Provide opportunities for GRANTEE involvement in the development of consistent guidelines and tools for and efforts to strengthen and improve public involvement processes across City bureaus through the Public Involvement Standards Program including representation on the Public Involvement Advisory Council.
8. Provide opportunities for GRANTEE involvement in Effective Engagement Solutions Program projects including ongoing Restorative Listening Project/Gentrification events and collaboration on the development of What's Race Got to Do With It, a dialogue with multiple partners on impacts of race conflict on neighborhood livability. Provide coordination of group mediation and facilitation services to GRANTEES provided through Neighborhood Mediation Program contractor. Provide limited technical assistance to GRANTEES through the Community Residential Siting Program for qualifying group home siting issues. One Neighborhood Association citywide to be chosen per year for the Community Impact Assessment Project to identify areas of consensus to target interest-based negotiations and advocacy with City government regarding land use growth and development issues.

G. OTHER NEIGHBORHOOD ASSOCIATION ASSISTANCE

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.

H. INFORMATION AND REFERRAL

In collaboration with the City/County Information and Referral Center provide the following services:

1. 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.
2. Maintain and publicize the meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.
3. Provide access to informational brochures about Office of Neighborhood Involvement programs and services as well as other government agencies when available.

I. CRIME PREVENTION

The Crime Prevention Program will provide the following services:

1. Publicize District Coalition events via Crime Prevention electronic newsletters.
2. Provide technical support and advice to District Coalition public safety committees. Attend all meetings of a District Coalition's public safety committee.

K. OTHER CITY AGENCIES

1. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies;
2. Promote and facilitate open communication and notification from City agencies to Neighborhood Associations and District Coalitions;
3. Promote and facilitate communication among City agencies about public involvement best practices, current or upcoming issues and projects; and
4. ONI shall provide GRANTEE with project timelines for citywide projects for which citizen participation and involvement is requested in a timely manner.

III. AMOUNT OF GRANT AND PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$288,484 for core program work for the period July 1, 2008 through June 30, 2009, 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.
 - i. Of this amount \$25,945 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.c. and Section III.B.3.

- ii. Of this amount \$6,640 is specifically allocated for the Neighborhood and Community Engagement Initiative projects as specified in Section I.B.3.a.
 - iii. Of this amount \$17,000 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 purposes.
 6. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment and 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 \$78,762 by the 10th working day of July upon receipt of invoice, performance measurements and cost accounting of expenses for the proceeding quarter by July 1, 2008. See Section IV, D, 2: RECORDS AND REPORTING for other significant documents that need to be provided to ONI by July 31, 2008.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each 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 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;
 - 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. CASH ADVANCE, BILLING AND PAYMENT FOR NEIGHBORHOOD SMALL GRANTS

- a. Any funds approved by City Council of up to \$25,945 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, 2009,

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

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.

IV. SPECIFIC CONDITIONS OF THE GRANT

A. 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. This shall include projects and events related to the Neighborhood and Community Engagement Initiative as well as GRANTEEs awarded Neighborhood Small Grants.

B. GRANT MANAGER. The Grant Manager for this grant is Brian Hoop, Manager of the Neighborhood Resource Center at the Office of Neighborhood Involvement.

C. AMENDMENT

5. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial commitment.
6. The Grant Manager is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City Council.
7. 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.
8. 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.

D. RECORDS AND REPORTING

2. 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 person, upon request.

3. GRANTEE shall provide to ONI by July 31, 2008 copies of its current:
 - a. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - b. 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;
 - c. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - d. List major duties supported by ONI funds and percentage of time these duties are performed using an ONI provided form;
 - e. List of each FTE and their percent funded by this contract and/or other funds using an ONI provided form;
 - f. Organizational bylaws;
 - g. Articles of incorporation;
 - h. List of names, titles and signatures of persons authorized to act as GRANTEE's agent;
 - i. List of GRANTEE's Board members and contact information;
 - j. Oregon form C-12;
 - k. Federal form 990; and,
 - l. GRANTEE shall file any changes in *a* through *k* above within thirty (30) working days following the effective date of change.
4. GRANTEE shall provide for quantitative and qualitative evaluation of Core Program Functions by filing quarterly performance indicator measurement reports in accordance with the reporting format supplied by ONI. Such reports are due to ONI upon receipt of invoices for quarterly cash advances.
5. GRANTEE shall provide to ONI 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. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.
6. GRANTEE shall provide to ONI quarterly performance measurements on the Neighborhood and Community Engagement Initiatives as well as a final report summarizing highlights of project accomplishments. ONI will provide evaluation questions as part of the Grant's quarterly reporting.
7. 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.
8. 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.

E. GRANTEE'S RIGHTS

1. Selection of the GRANTEE's staff shall be the responsibility of the GRANTEE.
2. Member contact data and mailing lists of District Coalitions and affiliated Neighborhood Associations are the property of the District Coalitions and respective Neighborhood Associations and are not subject to public records requests.

F. COMPLIANCE & RESTRICTIONS

1. 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.
2. The 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.
3. 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.
4. 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.
5. GRANTEE shall ensure that no portion of the funds received under this contract shall be used in relation to the pursuit of litigation against the City of Portland. Such requirement does not preclude GRANTEE's right to pursue or participate in said litigation.
6. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract.
7. A primary role of a District Coalition is to develop the organizational capacity of Neighborhood Associations to consider and act upon issues affecting the livability and quality of their neighborhoods. District Coalitions should provide training, orientation, information and consultation to Neighborhood Associations and to neighbors according to the policies and directives of their respective boards of directors. It is the role of the staff to be a resource to neighbors who in turn advocate a particular position on an issue.

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 GRANTEES' work under this Grant Agreement.

- I. **WORKERS' COMPENSATION INSURANCE.**
 - 1. GRANTEE, its GRANTEES, 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 and Directors and Officers Liability Insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, or defense costs 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 GRANTEES AND ASSIGNMENT.** If GRANTEE utilizes GRANTEES to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its GRANTEES 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 GRANTEES are employed in the performance of this Grant Agreement, GRANTEE and its GRANTEES 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 GRANTEES 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 GRANTEES 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.