

GRANT AGREEMENT NO. 32001238

GRANT AGREEMENT WITH SOUTHWEST NEIGHBORHOODS, INC.

This Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“ONI”) and SOUTHWEST NEIGHBORHOODS, INC. (“GRANTEE”) in an amount not to exceed \$~~300,594~~310,514 for FY ~~16-17~~17-18. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

RECITALS:

This Agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to the GRANTEE for the purpose of supporting Neighborhood Associations, diverse community involvement, and community engagement activities in the GRANTEE’S designated target area.

The purpose of this Agreement is to advance the City’s goal of supporting the creation of “a framework 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.” (City Code 3.96.010)

To achieve this purpose, this Agreement seeks to:

- Support community and neighborhood impact on public decisions.
- Increase the number and diversity of people who are involved and volunteer in their communities and neighborhoods.
- Build and sustain neighborhood and community capacity.
- Provide tools and resources to improve neighborhood and community livability and safety.
- Provide accurate information and responsive and effective services to community members and organizations.

This Agreement identifies the minimum deliverables that the GRANTEE is required to produce under this Agreement. The GRANTEE may choose to engage in activities and provide services beyond these minimum requirements.

This Agreement recognizes that the funding provided to the GRANTEE is not adequate to support the GRANTEE in responding to all potential requests for assistance. The GRANTEE is expected to provide limited assistance to Neighborhood Associations and other community groups in all the action areas in this Agreement as available funding allows.

GRANTEE will seek opportunities to engage and provide services to groups in the community that historically been under-represented in and under-served by ONI funded programs. For the purposes of this Agreement, these communities include: people of color, immigrants and refugees, low-income individuals and families, renters, youth, people with disabilities, and lesbian, gay, bi, transgendered people.

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.

ONI recognizes the GRANTEE as the “District Coalition” “which supports participation services for Neighborhood Associations affiliated with the District Coalition and everyone within” the target area (City Code 3.96.020.C), which includes 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

This grant agreement shall comply with City Code 3.96 and the City of Portland standards for Neighborhood Associations, District Coalitions, and ONI (3.96.020.G).

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by ONI, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

A. ANNUAL PLANNING

1. Engage Neighborhood Associations representatives and interested community members, in a planning process to set program priorities and activities for how the GRANTEE will implement the “ACTIONS TO BE TAKEN BY GRANTEE” identified in this Agreement.
2. Deliverables:
 - a. An Annual Plan.

B. OUTREACH AND COMMUNICATION

1. Support communications, collaboration, and connections among community organizations, including Neighborhood Associations, community members, and the City and other government entities.
2. 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 District Coalition area.
3. Publicize the dates, times and locations of meetings and other related activities of District Coalition and affiliated Neighborhood Associations in District 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*.
4. Deliverables:
 - a. Maintain a District Coalition website.
 - b. Provide regular (electronic or paper) communication to the community.
 - c. Maintain a current calendar of events that publicizes dates, times, and locations of District Coalition and Neighborhood Association meetings and events.
 - d. Provide regular updates to ONI of names and contact information for District Coalition staff and board chair and Neighborhood Association board officers and committee chairs.
 - e. Post monthly updates to the ONI Portland Online web calendar of the District Coalition and affiliated Neighborhood Association events and the dates, times and locations of committee meetings that have standing to make decisions on behalf of their respective organization.

C. ORGANIZATIONAL SUPPORT

1. Support Neighborhood Associations and community groups in developing and implementing projects and activities that benefit the community. This support may include:
 - a. Limited organizational planning, policy development, event 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; and

- b. Support for neighborhood association and coalition issue-based committees and/or ad-hoc committees, organization of special events, and the incubation of community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
2. Provide limited assistance to Neighborhood Associations with reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes.
 3. Deliverables:
 - a. Obtain General Liability and Directors and Officers insurance coverage for the GRANTEE governing board and organization.
 - b. Offer General Liability and Directors and Officers insurance coverage to Neighborhood Associations.
 - c. Assist Neighborhood Associations in finding accessible meeting space for their activities.

D. ADVOCACY SUPPORT

1. Support Neighborhood Associations and community efforts to analyze, organize, and influence decisions that affect neighborhood and community livability.

E. TRAINING AND SKILL BUILDING

1. Develop and offer leadership and skill-building opportunities that benefit the community.
2. Provide tools, methods and best practices to assist Neighborhood Associations in increasing:
 - a. General community involvement in their activities, including outreach, and recruitment and retention of new members and leaders; and
 - b. Involvement by members of under-engaged groups in their activities and leadership.
3. Deliverables:
 - a. Offer board orientation for coalition board members.
 - b. Offer board orientation for neighborhood association board

members.

F. PARTICIPATION IN ONI PROGRAMS

1. Work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs.
2. Help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs.
3. Deliverables:
 - a. Have a minimum of one District Coalition representative participate on the ONI Bureau Advisory Committee (ONI BAC) and in the formal process to review and update the ONI Standards.

G. NEIGHBORHOOD SMALL GRANTS PROGRAM

1. Administer the Neighborhood Small Grants Program within the GRANTEE's district and in coordination with ONI and provide limited technical assistance for grant project implementation.
2. Deliverables:
 - a. Promote the program to community members and organizations within the district.
 - b. Host a grant workshop.
 - c. Recruit and coordinate a grant selection committee.
 - d. Fulfill ONI reporting requirements.

H. MAINTAIN AN ACCESSIBLE OFFICE IN THE COMMUNITY

1. Maintain an office within the GRANTEE's district area that can accommodate the district staff and that is open and accessible to the community with reasonably accessible, safe, and healthy work space.
2. Deliverables:
 - a. Provide space for a minimum of three workspaces.
 - b. Schedule and post a minimum of 20 regular hours of office operation per week to accommodate the walk-in public.

I. DOCUMENT MANAGEMENT

1. Collect and archive appropriate Neighborhood Association and District Coalition documents.

2. Assist member Neighborhood Associations, as requested, with tracking deadlines, completing, and filing of annual reports with the Oregon Secretary of State, Corporation Division, the Oregon State Department of Justice, and the IRS.
3. Deliverables:
 - a. Deliver to ONI copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status as provided to GRANTEE.
 - b. Archive Neighborhood Associations and District Coalition records for specific types of records for a specific period, depending on the type of record, including:
 - 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. Coalition records, such as correspondence, pertaining to any issue a neighborhood votes on should be retained permanently or archived with the City.

II. 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 Agreement including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Sylvia Bogert, executive director, 7688 SW Capitol Hwy, Rm. 4, Portland, OR 97219.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator at ONI.
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other ONI actions referred to herein in accordance with this Agreement.
- E. 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.

- F. 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.
- G. 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 District Coalition area.
- H. 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.
- I. 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.
- J. 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.
- K. Reports: GRANTEE will submit to the ONI Grant Manager the following reports and documents:
 - 1. **Annual Reports**:
 - a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures; and
 - ii. full ledger detail for the contract period.
 - b. By July 31, copies of GRANTEE'S:
 - i. For Past Year:
 - (a) Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Annual Plan;
 - ii. For Coming Year:
 - (a) Annual Plan. Annual Plan for the next fiscal year as approved by GRANTEE's Board of Directors and a

description of the process by which the GRANTEE developed the Annual Plan; and

- (b) Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iii. Organizational bylaws;
 - iv. Articles of incorporation;
 - v. List of GRANTEE's Board members and contact information; and
 - c. GRANTEE shall notify ONI of any changes to the documents listed in "a" and "b" above within thirty (30) working days following the effective date of change.
 - 2. **Quarterly Reports:** 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.
 - 3. **Neighborhood Small Grants Program:** GRANTEE shall provide to ONI:
 - a. Information on grant applicants and grant recipients. ONI will provide a reporting template.
 - b. By February 28, ~~2018~~-2019 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 the grant recipients. 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. **Additional Documentation:** ONI reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.
- L. Amendment. GRANTEE and ONI shall cooperatively develop any amendments to this Agreement. 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 Agreement must be approved by City Council unless

City Council delegates authority to amend the amount of the Agreement to a specific individual in the ordinance authorizing the Agreement.

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

A. 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:

1. COORDINATE CITYWIDE NEIGHBORHOOD SYSTEM

a. Coordinate Neighborhood Association System: Collaborate with the ONI BAC, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.

b. Deliverables:

i. 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.

ii. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood and community events for the purpose of facilitating dialogue among Neighborhood Association and community leaders and activists on citywide neighborhood issues, program policy and funding, and leadership skills.

iii. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of working collaboratively to increase communication, address and jointly plan critical administrative, budget, policy, and program issues.

iv. 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.

- v. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition Annual Plans and quarterly reports, including quantitative performance measures.

2. CONTRACT MANAGEMENT AND ADMINISTRATION

- a. 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.
- b. 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:
 - i. 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
 - ii. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.
- c. Deliverables:
 - i. Reporting Forms: ONI shall develop required reporting forms for system wide use;
 - ii. 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.

3. FUNDING ADVOCACY AND DEVELOPMENT

- a. Advocacy with City Council: ONI will advocate with City Council for continued and expanded funding to support the District Coalitions and the Neighborhood Association system to maximize its potential.

4. LEADERSHIP SKILLS TRAINING

- a. 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.

5. TECHNICAL ASSISTANCE

- a. 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-represented and under-served 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.

6. INFORMATION AND REFERRAL

- a. 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, and ensure that the Neighborhood Directory is accurate and updated regularly and in a timely manner.
- b. 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.
- c. 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.
- d. 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.
- e. Social Media: ONI will explore and use social media and other digital engagement tools to improve and expand information dissemination and communication with and within the community and between ONI's neighborhood and community organization partners.

7. COORDINATION WITH OTHER ONI PROGRAMS

- a. ONI will help District Coalitions identify opportunities to work collaboratively with ONI programs 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.

8. OTHER CITY AGENCIES

- a. ONI shall maintain liaison relationships with relevant City bureaus and other appropriate agencies and help city agencies learn about the Neighborhood System and 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 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 ~~\$300,594~~\$310,514 for core program work for the period July 1, ~~2016~~2017 through June 30, ~~2017~~2018, 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 ~~\$10,996~~\$11,359 specifically is for distribution as community grants as part of the Neighborhood Small Grants Program.
2. The amount of additional fiscal year funding shall be determined by appropriate City Council action during the standard budget process for the fiscal year in question.
3. If City 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.

B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use the grant funds, provide required work or services or perform as required by the Agreement, or take any actions required by the Agreement, then ONI may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, and may, at its option, require GRANTEE to immediately refund to ONI the amount improperly expended, return to ONI any unexpended grant funds received by GRANTEE, or to require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.

D. 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.

E. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly 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 annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

F. CASH ADVANCE, BILLING AND PAYMENTS FOR GRANTEE SERVICES

1. The CITY shall advance the GRANTEE an initial payment estimated at the highest anticipated quarter's expenses, in the amount of ~~\$86,87989,747~~ upon receipt of invoice—electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten (10) days of receipt of invoice, whichever is later.
2. The lesser of actual expenditures for the prior quarter of the total unexpended amount of the grant will be reimbursed each subsequent quarter within ten (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.
3. GRANTEE shall provide to the CITY within twenty-one (21) days following the end of the CITY's fiscal year a full account cost accounting, including:
 - a. An itemization of expenditures; and
 - b. Full ledger detail for the contract period.
4. 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.

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

1. Any funds approved by City Council of up to ~~\$10,99611,359~~ for the purposes of the Neighborhood Small Grants Program grants, may be distributed to GRANTEE upon receipt of invoice for the whole amount.
2. GRANTEE shall provide an invoice for payment upon determination of neighborhood small grants recipients. The invoice shall be accompanied by the following information:
 - a. List of grant recipient organizations;
 - b. Titles of grant project;
 - c. Short project descriptions (1-3 sentences);

- d. Dollar amounts requested;
 - e. Dollar amounts awarded;
 - f. Lead contacts and their contact information;
 - g. Partner organizations (if any) and contact information; and
 - h. Organization types and project types (ONI will provide categories) to assist with summarizing how funds meet the goals of the program.
3. Upon completion of the grant awards and no later than February 28, ~~2018~~2019, GRANTEE shall provide ONI with copies of visual documentation and evaluation reports completed by grant recipients for FY ~~16-17~~17-18. GRANTEE shall include a cover memo confirming completion of all small grant projects funded by ONI. Funds not expended shall be returned to the ONI.

H. CAPITAL OUTLAYS

1. 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 ONI in the format provided by ONI.

V. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data,

studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon ninety (90) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the 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. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this

Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
 5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY,

including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. [DELETED]
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be

executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

VI. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This 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 amendment and signed by the GRANTEE and Grant Manager before such changes shall be effective.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2020.

GRANTEE— SOUTHWEST NEIGHBORHOODS, INC.

_____ Title: _____
(signature)

Name: _____ Date: _____

CITY OF PORTLAND—OFFICE OF NEIGHBORHOOD INVOLVEMENT

(signature) Title: _____

Name: _____ Date: _____

Approved as to Form

City Attorney