

**Southeast Uplift Neighborhood Coalition
Board Meeting
Monday, May 5th, 2014 – 7-9pm
3534 SE Main Street – Fireside Room**

Time	Item	Presenter(s)	Info	Disc	Action
7:00 (10 min)	Welcome Approve Minutes	Jeff West	X	X	X
7:10 (15 min)	Request for board signature on Richmond Land Use letter re Parking Code Section 33.266.	Allen Field	X	X	X
7:35 (15 min)	Approve Creative Engagement Grant Recipients	Kelly Fedderson	X	X	X
7:50 (10 min)	Discuss at-large members on the Executive Committee	all	X	X	
8:00 (10 min)	Break				
8:00 (15 min)	Possible joint purchase of traffic barricades for block parties	Jim Forristal	X	X	
8:15 (15 mins)	Demolition Advocacy follow up	McCullough, Dufay, all	X	X	
8:30 (15 min)	NA Governance Structure, possible alternative models. Intro discussion	Dufay, Leistner	X	X	
8:45 (10 min)	Approve Fiscal 2014 – 2015 ONI Grant	Dufay, all	X	X	X
8:55	Announcements/New Business/ June agenda items	All	X		
9:00	Adjourn	West			

SE Uplift Board Meeting Minutes
4/7/2014, Fireside Room, SE Uplift

Robert McCullough called the meeting to order at 7:10 pm.

Board members excused: Don Gardner, Jeff West

Minutes are approved, with corrections by Maris. Motion by Vala, second by Maris.

Scott Vala is approved for empty interim Past Chair position.

Dufay will ask Marianne Colgrove if she will head the nominating committee. Vala agrees to assist her.

Moshe Lenske moves to appoint Paul Leistner to interim VP position during Gardners extended leave. DeLano seconds, passed, unanimously.

Knock Knock update – Ashe Urban. This year’s event will be held at the Helium Comedy Club on Sept 24th – mark your calendars!

PBOT presentation on “Our Streets” street funding request. Mark Lear. Discussion.

Brief discussion of upgrading traffic barricades, and supplying other equipment to our NAs. Jim Forristal will bring further info to our next board meeting.

Dufay/McCullough report on ongoing efforts around Demolition issues.

Seth Gardner moves to adjourn, Vala seconds.

9:00 pm, adjourn

Next meeting 5/5/2014

SE Uplift, EXCOMM Meeting Minutes
April 21, 2014
Noon, SE Uplift

Excused: West

Present: McCullough, Vala, Leistner, Noel, Dufay

Discussion of the need to recruit for EXCOMM. Would it be useful to have more board members, than just the officers, on the executive committee? This would require a bylaws change. Will raise issue with full board at next meeting for discussion. It was noted that our bylaws are not on our new website yet. It is still being populated, and not yet complete.

Dufay raised issue of getting a gift for Don Gardner. Leistner suggested contacting the family to see what might be a good gift. Dufay will pursue.

Friends of Mt. Tabor Park are in the pre-application process of applying for a METRO grant to fund enhanced volunteer activities in the park. They requested permission to state that if they get the grant we would be their fiscal sponsor for the project. Four of our NAs border the park and have all signed on as partners. Permission granted, unanimously.

Discussion on Neighborhood governance structure – what we have currently in place, and what might change that. Dufay/Leistner will present a topic intro to full board at May meeting.

McCullough will send a letter to Commissioner Novick on the speed bump funds in an attempt to reach a resolution. John moved, Scott 2nd
Passed

sent via email

Mayor Charlie Hales
City of Portland
1221 SW 4th Avenue
Portland, OR 97204

Susan Anderson
Director of Bureau of Planning and Sustainability
1900 SW 4th Ave, Suite 7100
Portland, OR 97201

Re: Revising Residential Parking Code Section 33.266.120 in RICAP 7

Dear Mayor Hales and Ms. Anderson:

At the May 5, 2014 SE Uplift (SEUL) Board meeting, the SEUL Board voted (1) to adopt the recommendation of its Land Use Committee to request the Bureau of Planning and Sustainability (BPS) to revise the parking regulations for single dwelling houses (code section 33.266.120) to allow garages to be converted to other uses without requiring the homeowner to seek an adjustment to retain an off-street parking space, and (2) to request BPS to revise 33.266.120 through RICAP 7.

The SEUL Land Use Committee had voted to endorse an April 14 vote of the Richmond Neighborhood Association urging the city to allow garages to be converted to other uses without requiring homeowners to go through the adjustment process to retain an existing off-street parking space.

Under Section 33.266.120, an onsite parking space for a single family residence must be (1) at least 9 ft x 18 ft and (2) beyond the 10 ft setback from the front lot line. If a driveway leads to a garage, the garage itself satisfies the 9 ft x 18 ft parking space requirement, even if the garage is never used to store a vehicle. The driveway also qualifies as an allowed “non-required” parking space, which allows a vehicle to park within the 10 ft setback. If the driveway does *not* lead to a garage, then the parking space must extend at least 28 ft from the front lot line -- allowing for the 18 ft parking space behind the 10 ft setback.

The problem with this code section is: if a homeowner wishes to convert a garage to living or work space, which furthers several goals of the city, he or she must seek an adjustment in order to continue to park in the driveway. The previously allowed parking space is suddenly disallowed under 33.266.120 simply by virtue of converting the garage to another use, which moves the driveway parking space out of conformance with the code’s parking setback standards of 33.266.120.

Code section 33.266.120 acts as a financial disincentive to homeowners who want to convert garages to living or work space. It runs counter to the city's goals of (1) encouraging greater urban density, (2) reducing automobile use and carbon emissions, (3) furthering sustainability, and (4) reducing the impacts of density on livability by reducing the impact from the growing shortage of street parking near transit corridors.

Converting garages to living space furthers the goals of density and sustainability by allowing more people to live in existing structures. Converting garages to work space reduces carbon emissions since fewer people need to commute to an office. Allowing homeowners to retain an off-street parking space adds to livability as street parking becomes scarce near Division St. and Hawthorne Blvd, particularly in light of the epidemic of tire slashing last year, which primarily targeted cars parked on the street. Code section 33.266.120 hinders desirable development that furthers Portland's goals and should be revised through the RICAP process.

Planning staff routinely grants adjustments to 33.266.120 since, under the approval criteria of 33.805.040, allowing a homeowner to continue to use an off-street parking space, and thus maintain the status quo, does not detract from the livability or appearance of the neighborhood. (The purpose of the 33.266.120 is "to enhance the appearance of the neighborhood" which the adjustment must equal or better meet.) It is a long-standing feature of Southeast Portland neighborhoods for vehicles to park in the front 10 ft setback in a driveway in front of a garage.

Code section 33.266.120 leads to inequitable results when a homeowner wishes to convert a garage to other uses. Though the homeowner is furthering the goals of density and sustainability, he or she must pay \$1,800 simply to retain the use of an existing off-street parking space, while adjacent and many nearby neighbors park their vehicles in driveways within the front 10 ft setback.

In order to promote desirable development and further the city's goals and policies, SE Uplift requests BPS to include in RICAP 7 a revision to 33.266.120 which allows homeowners to retain off-street parking spaces without triggering the adjustment process when they convert garages to other uses.

Very truly yours,

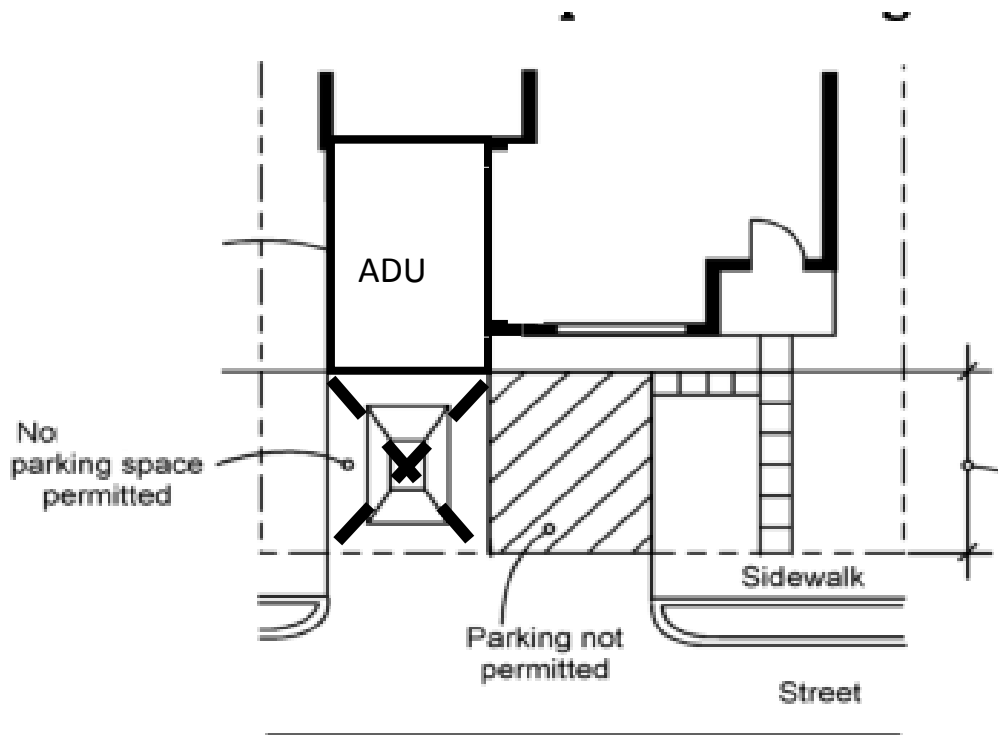
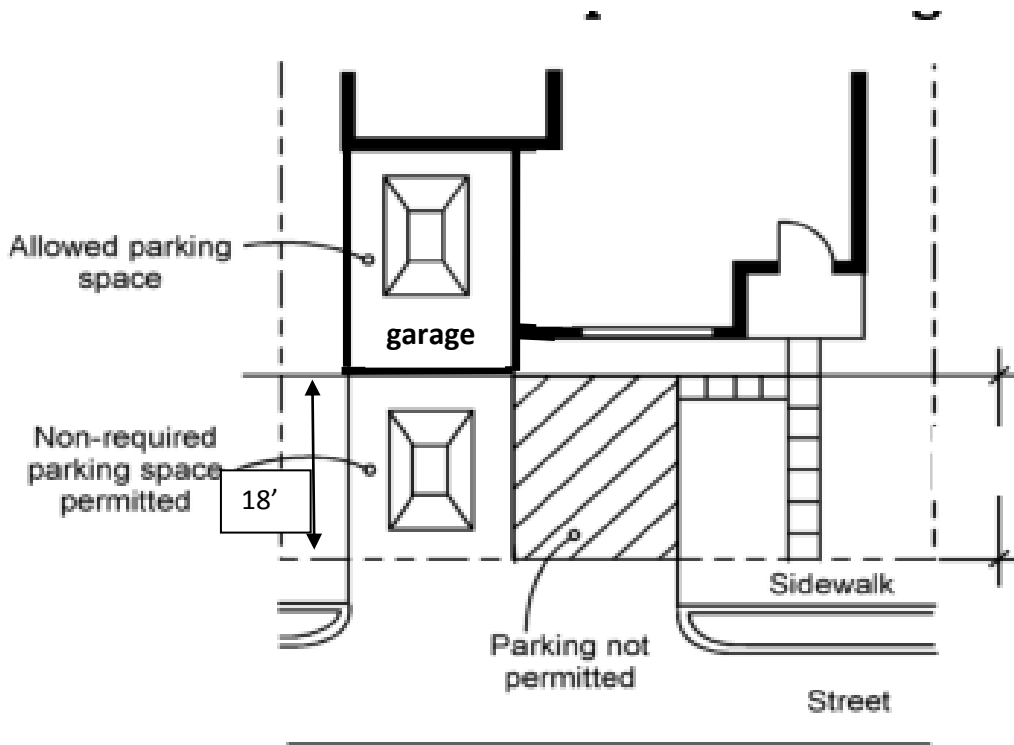
Board Chair
SE Uplift

cc: Sandra Wood

May __, 2014
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Rebecca Esau

33.266.120





Southeast Uplift
3534 SE Main St
Portland, OR 97214
p: 503 232-0010
www.seuplift.org

Date: April 30, 2014

To: Southeast Uplift Board of Directors

Subject: Funding Recommendations for 2014 Creative Engagement Grant Program

Note: Please do not pass on this information to grant applicants; they will be notified via a letter, which will be sent out by Friday, May 9th.

Through our Knock-Knock event and other sources, SE Uplift raised a total of \$5,026 in funding for the 2014 Creative Engagement Grant Program. The goals of this grant program are:

- To provide neighborhood associations an opportunity to push the scope and scale of their outreach activities and engage with their communities in inventive and meaningful ways.
- To heighten civic dialogue and inspire people to get involved with their neighborhood association.

Eight grant proposals were received by the April 1, 2014 deadline, requesting a total of \$10,060. A grant selection committee was convened to review applications and make funding recommendations to the SE Uplift board for approval. The committee was comprised of a SE Uplift board member, a neighborhood association board member (not on the SE Uplift board), a member of the arts community, and a SE Uplift staff person.

During the month of April, committee members reviewed and scored each application to assess how well applicants had addressed the grant guidelines and the overall goals of the grant program. Each member's scores were then compiled and averaged. The average scores provided a basis for discussion and comparison at the committee meeting.

The selection committee met on April 24, 2014 to review the scores and discuss each proposal thoroughly. **After careful consideration the grant selection committee unanimously decided to recommend that the SE Uplift Board of Directors fund the following five outstanding grant projects:**

1. **BDNA Neighborhood Farm Stand, Brentwood-Darlington Neighborhood Association**

Amount Requested: \$1,000. Selection Committee Recommendation: Fund at \$1,266.

In partnership with Portland State University's Learning Gardens Laboratory, the Brentwood-Darlington Neighborhood Association requests funds to build a farm stand that will promote neighborhood level community involvement and provide the neighborhood with fresh, affordable, and organically grown produce. The farm stand structure will include a story telling board for neighborhood related stories, art, and photos. During the summer, BDNA also plans to host meetings at the farm stand. Grant funds will be used for construction materials, outreach materials, the story telling board, and signage.

2. **CKNA Welcome Wagon, Creston-Kenilworth Neighborhood Association**

Amount Requested: \$360. Selection Committee Recommendation: Fund at \$360.

Creston-Kenilworth Neighborhood Association hopes to create a welcome wagon pilot project that will raise visibility of CKNA, foster a culture of connection, and encourage their budding

small businesses. New residents to the neighborhood will receive a package with donated gifts from neighborhood businesses and printed information about the neighborhood association and community events. Requested grant funds will be used for welcome package containers, printing, and additional project materials.

3. **Eastside Forum, Living Stages with Montavilla Neighborhood Association**

Amount Requested: \$1,900. Selection Committee Recommendation: Fund at \$1,900.

Living Stages and the Montavilla Neighborhood Association will offer two interactive theatre performances, a workshop, and a community leadership training to engage community members in dialogue and action about oppression, inequity, and what it takes to create and sustain an inclusive and participatory community. The project hopes to bring new voices to MNA meetings and support participants in building leadership skills and group facilitation techniques. Grant funds will be used for promotional materials and for compensation of the trainers and participants.

4. **Foster Window Project, Foster Powell Neighborhood Association**

Amount Requested: \$2,000. Selection Committee Recommendation: Fund at \$1,200.

Foster Powell Neighborhood Association plans to install temporary art installations in four unused or underused windows on Foster Rd with the goals of raising awareness of and participation in the NA and increasing visual interest and walkability along Foster Rd. The installations will be based on ideas generated from a community polling effort that will ask neighbors to imagine the possibilities for the spaces. Funds will be used for art supplies, polling forms, and signage.

5. **SE Portland Neighborhood Kickball Championship, Mt. Scott-Arleta Neighborhood Association**

Amount Requested: \$300. Selection Committee Recommendation: Fund at \$300.

The Mt. Scott-Arleta Neighborhood Association requests funds to host a kickball tournament between six SE Portland neighborhoods. The kickball games will provide an opportunity for neighbors to get to know one another, learn more about neighborhood associations, and build community. Grant funds will be used for outreach materials, beverages and snacks, and a trophy for the winning neighborhood.

AMENDMENT NO. 4

GRANT AGREEMENT NO. 32000380

GRANT AGREEMENT WITH SOUTHEAST UPLIFT

Recitals:

1. Pursuant to Ordinance 183854, passed by Council June 2, 2010, grant agreement was made and entered into on the 1st day of July 2010, by and between Southeast Uplift, herein called Grantee, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives with the Office of Neighborhood Involvement (ONI), hereinafter called the City.
2. City Council has established appropriations for compensation to Grantee as part of ONI's overall FY 2014-15 operating budget. As a result, the billing and payment procedures sections require revision, as specified below.

The grant agreement is hereby amended as follows:

1. Therefore, page 1, opening statement is amended to read, "in an amount not to exceed \$445,986 for FY 15."
2. Therefore, page 12, Section IV, A, 1, PAYMENTS, is amended as follows:

The City agrees to fund the GRANTEE in an amount not to exceed \$445,986 for core program work for the period July 1, 2014 through June 30, 2015, 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.

3. Therefore, page 13, Section IV, B, 2, a, CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES, the first sentence is amended as follows:

The City shall advance the GRANTEE an initial payment, estimated at the highest anticipated quarter's expenses, in the amount of \$133,796 upon receipt of invoice—electronic format is preferable.

4. All other terms and conditions shall remain unchanged and in full force and effect.

GRANTEE

Name:
Title:

CITY OF PORTLAND

Name: Amalia Alarcón-de Morris
Title: Executive Director

APPROVED AS TO FORM:

Tracy Reeve, City Attorney

GRANT AGREEMENT WITH SOUTHEAST UPLIFT NEIGHBORHOOD PROGRAM

GRANT AGREEMENT NO. 32000380

EXHIBIT A(4)

This is Grant Agreement between the CITY OF PORTLAND, OREGON (“CITY” or “ONI”) and Southeast Uplift Neighborhood Program (“GRANTEE”) in an amount not to exceed \$434,684 for FY 14.

RECITALS:

This grant agreement provides financial and limited staff assistance resources from the City of Portland Office of Neighborhood Involvement (ONI) to GRANTEE for the purpose of supporting civic participation services for Neighborhood Associations and everyone within the target areas described below. The Office of Neighborhood Involvement recognizes GRANTEE per City Code 3.96.010 to provide such services by which the people of the City of Portland may effectively participate in civic affairs and work to improve the livability and character of their Neighborhoods and the City.

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

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

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

GOALS:

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

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

DEFINITIONS:

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

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

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

A. ANNUAL ACTION PLAN

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

B. CORE PROGRAM FUNCTIONS

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

1. STRENGTHEN COMMUNITY CAPACITY

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

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

- d. Meeting space assistance: GRANTEE will assist Neighborhood Associations in finding adequate meeting space for their activities.
 - e. Insurance coverage for Neighborhood Associations. GRANTEE will provide general liability insurance coverage for the District Coalition and its Neighborhood Associations and directors and officers' insurance coverage for their boards of directors.
 - f. Neighborhood Small Grants Program. GRANTEE will administer and market the grant program (in coordination with ONI), recruit and coordinate a grant-making committee, provide fiscal management of funds, and provide limited technical assistance with grant projects. GRANTEE agrees to follow Criteria for Selection and Requirements established in their grant application form for this program.
2. INCREASE THE NUMBER AND DIVERSITY OF PEOPLE INVOLVED
- a. Increase community involvement. Provide tools, methods and best practices to assist Neighborhood Associations in increasing general community involvement in their activities, including outreach, and recruitment and retention of new members and leaders.
 - b. Increase involvement by historically under-engaged groups. Provide tools, methods and best practices to assist Neighborhood Associations increasing the involvement by members of under-engaged groups in their activities and leadership.
3. FOSTER NETWORKING AND COLLABORATION
- a. Community organizations: GRANTEE will foster networking, collaboration, and partnerships between District Coalition and Neighborhood Associations and local businesses, under-engaged groups, schools, faith-based organizations, and other community groups.
 - b. Business District Associations: GRANTEE will build partnerships to encourage the participation of businesses and Business District Association representatives in activities, meetings, and participation on governing bodies within that District Coalition's boundaries.
 - c. ONI Programs: GRANTEE will work strategically and collaboratively with ONI in the development of ONI policy, budget, and program management and collaborate with ONI programs, including, but not limited to specific actions listed with each program below.
 - i. Participation on ONI BAC. GRANTEE shall have a minimum of one Coalition representative participate on the Office of Neighborhood Involvement Bureau Advisory Committee and the review and update of the *Standards for*

Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement

- ii. Participation on other ONI committees. GRANTEE is encouraged to recruit Coalition representation on other ONI related policy and advisory committees.
- iii. Collaboration with ONI programs. GRANTEE will help publicize program meetings, events, and workshops, make community members aware of available program services, and engage in limited collaboration with ONI programs, including, Neighborhood Program, Diversity and Civic Leadership Program, Crime Prevention Program, Effective Engagement Solutions Program, Disability Program, Public Involvement Best Practices Program, Liquor Licensing Program, Graffiti Program, Elders in Action, and Resolutions NW.

4. PROMOTE EFFECTIVE COMMUNICATION

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

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

and Neighborhood Associations and committee meeting dates, times and locations that have standing to make decisions on behalf of the organization.

Communications assistance. Provide limited assistance for affiliated Neighborhood Associations with reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes.

C. MAINTAIN AN ACCESSIBLE OFFICE

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

D. DOCUMENT MANAGEMENT

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

E. REPORTING/PERFORMANCE MEASUREMENT

1. Quarterly Reports/Performance Measures: GRANTEE shall submit to ONI Quarterly Reports in electronic format that will include narrative highlights of activities in core program areas and quantitative performance measures.
 - a. Narrative highlights in core program areas: Describe highlights of activities in the following core program areas: strengthen community capacity; increase the number and diversity of people involved; foster networking and collaboration, encourage and facilitate communication. The highlights can include description of activities and approaches used, materials developed, staff role, publicity and/or organizing model best practices, outcomes and any lessons learned in each area during the quarter, and photos and/or video in electronic format.
 - b. Performance Measures: Track and report quantitative performance measures in the areas of participation, projects, general partnerships and partnerships with under-engaged communities, training activities, communications and leveraged resources. ONI will provide clear definitions and a standard reporting form.
2. Neighborhood Small Grants Program. GRANTEE shall document certain project totals such as total fund requests vs. awards, leveraged amounts, project coordinator contact information, short project descriptions and copies of all final project evaluations and photographs or video in electronic format.
3. Reporting Schedule. GRANTEE shall provide to ONI:
 - a. By July 21 a full annual cost accounting for the prior fiscal year, including:
 - i. an itemization of expenditures;
 - ii. full ledger detail for the contract period.
 - b. By July 31 copies of GRANTEE'S current:
 - i. Narrative Report. Annual Narrative Report on accomplishments from the preceding fiscal year's Action Plan;
 - ii. Action Plan. Action Plan for the next fiscal year as approved by GRANTEE's Board of Directors and description of process through which GRANTEE developed the Action Plan;
 - iii. Budget. Operating budget for the next fiscal year as approved by GRANTEE's Board of Directors;
 - iv. Organizational bylaws;

- v. Articles of incorporation;
 - vi. List of GRANTEE's Board members and contact information;
 - vii. and,
 - viii. GRANTEE shall file any changes to *i* through *vii* above within thirty (30) working days following the effective date of change.
- c. After the 1st day of October, January, April and July, quarterly report, including narrative of highlights and quantitative performance measures in accordance with the reporting format supplied by ONI. Quarterly reports are due to ONI upon receipt of invoices for quarterly payments.
 - d. Neighborhood Small Grant Reports. GRANTEE shall provide to ONI:
 - i. By February 28, a short final summary report on the Neighborhood Small Grants Program summarizing highlights of project accomplishments and provide copies of end of project evaluation reports from their respective GRANTEES. ONI will provide an evaluation template.
- 4. Audits Reports. If GRANTEE has an outside accounting firm audit the GRANTEE at any point during the fiscal year, GRANTEE will provide ONI with a complete copy of the audit within 30 days of report availability.
 - 5. Accounting of Funds to Neighborhood Associations. At the request of a Neighborhood Association within the target area, the GRANTEE will provide an accounting of funds expended on behalf of that Neighborhood Association.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Grant Management:

- 1. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator at ONI.
- 2. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- 3. Amendment. GRANTEE and the City, through ONI, shall cooperatively develop any amendments to this contract. The ONI Director or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. The ONI Director or their designee is authorized to amend the amount of the grant to provide additional funding allocated in a City budget adopted by City

Council. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the ONI Director or their designee before such changes are effective. Any other changes to the amount of the Grant must be approved by City Council unless the City Council delegated authority to amend the amount of the Grant to a specific individual in the ordinance authorizing the Grant.

- B. Publicity: GRANTEE shall make a reasonable effort to acknowledge City of Portland funding through the Office of Neighborhood Involvement in its programs funded by this grant including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures.
- C. Records: GRANTEE will maintain all records for the program. Records, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- D. Compliance with standards: GRANTEE shall comply with *Standards for Neighborhood Associations, District Coalitions, Business District Associations, and the Office of Neighborhood Involvement*, and other applicable City of Portland fiscal policies and City Ordinances.
- E. Equitable and fair treatment: GRANTEE shall ensure that all eligible program participants are treated in an equitable and fair manner, which encourages the fullest possible citizen participation in all matters affecting the Coalition area.
- F. Conflict of Interest: No employee of the GRANTEE or any member of the GRANTEE's governing board or persons who exercise any responsibility under this contract shall participate in any decision relating to this contract which affects his/her outside personal pecuniary interests or those interests of any family member.
- G. Non-discrimination: GRANTEE shall ensure that no portion of this contract shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except when the exclusion is a federal, state, or local regulation) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender identity, legal citizenship or political affiliation.
- H. Litigation: GRANTEE shall ensure that no portion of the funds received under this contract shall be used to pursue litigation against the City of Portland. This requirement does not preclude GRANTEE's right to pursue or participate in said litigation.

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

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

- A. COORDINATE CITYWIDE NEIGHBORHOOD SYSTEM

1. Coordinate Neighborhood Association System: Collaborate with the Office of Neighborhood Involvement Bureau Advisory Committee, District Coalitions and Neighborhood Associations in planning, developing and coordinating Portland's Neighborhood Association system.
2. Maintain Bureau Advisory Committee: Maintain a Bureau Advisory Committee (BAC) for the purpose of providing recommendations regarding goals, priorities, policies, and budgets of the Office of Neighborhood Involvement. The BAC shall include volunteer representatives from each District Coalition, a representative of the District Coalition Directors, representatives from the Diversity and Civic Leadership Program grantees, volunteers active or familiar with each of ONI's major programs, and other at-large community members representing a diverse range of constituencies.
3. Coordinate Citywide Neighborhood Events: When appropriate coordinate citywide neighborhood events for the purpose of facilitating dialogue among Neighborhood Association leaders on citywide neighborhood issues, program policy and funding, and leadership skills.
4. Support Directors and Chairs meeting: Support monthly meeting of District Coalition Board Directors and Chairs for the purpose of increasing communication, addressing and jointly planning critical administrative, budget, policy, and program issues.
5. Neighborhood Association acknowledgement: Process requests from Neighborhood Associations seeking recognition by the City and/or Business District Associations seeking acknowledgement from the City. Make provisions for assisting newly forming Neighborhood Associations.
6. Standard Reporting Templates: Provide standard templates and forms for reporting, including, but not limited to Neighborhood District Coalition action plans and quarterly reports, including quantitative performance measures.

B. CONTRACT MANAGEMENT AND ADMINISTRATION

1. Contract negotiation and administration. Negotiate contracts and maintain fiscal and program accountability for the funds routed to each District Coalition through their boards and/or advisory committees.
2. Contract monitoring and enforcement. Monitor for compliance and enforce the contracts entered into between the City and the District Coalitions through their boards and/or advisory committees including but not limited to the following
 - a. ONI shall develop required reporting forms for system wide use;
 - b. ONI shall perform annual on-site performance visits;
 - c. ONI shall confer with the GRANTEE and Neighborhood Associations within the designated target area regarding any problem areas relating to the performance of this contract by either

party; and

d. ONI shall review GRANTEE budget expenditures under this contract, including a fiscal review, and notify GRANTEE promptly of problems or issues.

3. Invoice Processing: ONI shall process invoices from GRANTEE in a timely manner, provided GRANTEE is in compliance with the terms and conditions of this contract.

C. FUNDING ADVOCACY AND DEVELOPMENT

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

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

D. LEADERSHIP SKILLS TRAINING

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

E. TECHNICAL ASSISTANCE

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

F. INFORMATION AND REFERRAL

1. Database of Contact People and Neighborhood Directory: ONI will maintain a current listing of contact persons for District Coalitions, Neighborhood Associations, Business District Associations as well as a wide range of other community organizations. Produce and regularly update Neighborhood Involvement Directory.

2. Publicize Meetings: ONI will maintain information on and publicize meetings of the District Coalitions, Neighborhood Associations, and Business District Associations in print and electronic formats.

3. Provide Information: ONI will provide access to information about and

how to get involved with Neighborhood Associations and Neighborhood District Coalitions; information about Office of Neighborhood Involvement programs and services as well as other government agencies when available

4. ONI Website: ONI will include information about Neighborhood District Coalitions and Neighborhood Associations, as well as best practices, events, and ONI programs on the ONI website.

G. COORDINATION WITH OTHER ONI PROGRAMS

1. ONI will help district coalitions identify opportunities to work collaboratively with ONI programs (identified under GOAL 6 on page 2 of this agreement) to promote each other's events, build organizational and leadership relationships, and identify opportunities to coordinate and collaborate on community engagement efforts, membership and leadership recruitment efforts.

H. OTHER CITY AGENCIES

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

IV. PAYMENTS

A. GRANTEE will receive its funding as follows:

1. The City agrees to fund the GRANTEE in an amount not to exceed \$434,684 for core program work for the period July 1, 2013 through June 30, 2014 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 \$7,149 is specifically for the Neighborhood Small Grants Program as specified in Section I.B.1.f. Of this total a minimum of \$0 is for distribution as community grants and maximum of \$7,149 is available for grants administration.
 - b. Of this amount \$0 is specifically for direct allocation to Neighborhood Associations for communication purposes including those listed in Section I.B.4.g.
2. The amount of additional fiscal year funding shall be determined by appropriate Council action during the standard budget process for the fiscal year in question.

3. If Council funds the grant for additional years in an adopted City budget, the Grant Manager is authorized to amend the grant to provide the additional funding as described in this agreement.
4. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services, or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
5. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
6. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

B. BILLING AND PAYMENT PROCEDURES

1. INTEREST BEARING ACCOUNT

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

2. CASH ADVANCE, BILLING AND PAYMENT FOR GRANTEE SERVICES

- a. The City shall advance the GRANTEE an initial payment, estimated at the highest anticipated quarter's expenses, in the amount of \$130,405 upon receipt of invoice—electronic format is preferable. Payment shall be by July 10th of each fiscal year, or within ten days of receipt of invoice, whichever is later. Payment of advance in the first year of this contract requires that GRANTEE has closed out prior fiscal year.
- b. The lesser of actual expenditures for the prior quarter or of the total unexpended amount of the grant will be reimbursed each subsequent quarter within 10 days upon receipt of invoice, required performance measurements and cost accounting of expenses for the preceding quarter. Such cost accounting shall report budget amounts, itemization by expense category, and ledger detail of quarterly expenses, year-to-date expenses, and remaining balance.

- c. GRANTEE shall provide to the City within twenty-one (21) days following the end of the City's fiscal year a full annual cost accounting, including:
 - i. An itemization of expenditures; and
 - ii. Full ledger detail for the contract period.
- d. Upon receipt of the full annual cost accounting, such amounts as may become due under this Agreement shall be charged against the advance and any excess paid to GRANTEE. If GRANTEE received funds in advance which exceed actual expenditures under this contract, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.

3. CAPITAL OUTLAYS

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

V. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.

- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**

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

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part,

GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Q. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- R. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in

accordance with its terms and conditions.

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

VI. TERM OF GRANT

- A. The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below.

- B. This Grant Agreement shall remain in effect for a period of five years and may be extended for additional years. If approved, an extension of the term shall be incorporated into a formal grant amendment and signed by the GRANTEE and the Grant Manager before such changes are effective.
- C. Work by GRANTEE shall terminate, unless otherwise terminated or extended, as of June 30, 2015.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

City of Portland Business License # _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship

Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp.

Government/Nonprofit

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

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

Approved by the Grantee: _____ Date _____
Signature

Name

Title

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director Date

Approved as to form
by City Attorney:

Office of City Attorney Date

Approved
by City Auditor:

Office of City Auditor Date

**BYLAWS
SOUTHEAST UPLIFT NEIGHBORHOOD PROGRAM, INC.**

ARTICLE I - NAME

Southeast Uplift Neighborhood Program, Inc. is a public benefit nonprofit corporation organized under the laws of Oregon doing business under the name of Southeast Uplift.

ARTICLE II - PURPOSE

The mission of Southeast Uplift is to assist the citizens and neighborhood associations of Southeast Portland to create communities which are livable, socially diverse, safe and vital. Southeast Uplift provides an organizational structure and forum to empower citizens to effectively resolve issues of livability and community development.

ARTICLE III - DEFINED AREA

The Southeast Uplift area shall be defined as the area of Portland south of the Banfield Freeway to the southern city limits and that area east of the Willamette River generally to 82nd Avenue (south of Division Street) or I-205 (north of Division Street), but may include unincorporated areas within City-recognized neighborhoods which lie partially or wholly outside the city limits.

ARTICLE IV - MEMBERSHIP

The Corporation has no members.

Article V - DIRECTORS

Section 1. Number of Directors

The number of Directors shall not be less than fifteen (15) or more than thirty-five (35) and shall be selected from individuals who qualify for membership in neighborhoods within Southeast Uplift's defined area:

1. Up to one (1) Director from each SEUL neighborhood association, except as these bylaws provide otherwise.
2. Up to two (2) directors from SEUL-area business associations.
3. Up to five (5) directors from SEUL-area community organizations, social service agencies, and regional citizen involvement groups;
4. Up to five (5) directors as at-large persons with special expertise or interest.

Section 2. Election

The Board of Directors shall select directors for open positions from those whose names have been presented to it. The Board's decisions are final.

An individual or above-mentioned group may nominate candidate(s) for appropriate category(ies). Nominations shall be submitted to the Board and the Board shall by a majority vote of the current Directors select its directors.

A neighborhood association whose SEUL director is elected President of the Southeast Uplift Board has the option of nominating a second representative as an additional Director from that neighborhood.

Section 3. Duties

Each director shall endeavor to promote the objectives of Southeast Uplift to the best of his/her ability. Each is expected to attend as many of the meetings as possible, to effectively communicate between the Board and the organization s/he may represent, and, to personally promote and participate in the organization's activities.

Section 4. Terms of Office

Term of office for each Director shall be for two years. Directors shall be elected on alternate years according to the published schedule.

Section 5. Resignation

A director may resign at any time by giving written notice to the President or Secretary. Any such resignation shall take effect at the time specified, or if not specified shall take effect immediately upon its receipt by the officer.

Section 6. Removal

Any Director may be removed with or without cause by a 2/3 vote of the Board of Directors then in office. All Directors must be given ten (10) days written notice of a meeting which includes removal of director(s) on the agenda and the specified charges.

Section 7. Filling Vacancies

If any Director is removed, unable to serve or resigns, the President shall notify the represented association or organization of the vacancy within ten (10) days of the time the vacancy occurs and request nomination(s) to fill the vacancy. The Board may elect another director to finish the term at any subsequent meeting.

Section 8. Corporate Powers

All of the corporate powers shall be exercised by or under the authority of, and the business affairs of this corporation shall be controlled by, its Board of Directors. The board of directors

may, by vote of a majority of the directors then in office, authorize any person or persons to exercise the powers that would otherwise be exercised by the board. To the extent so authorized, any such person or persons shall have the duties and responsibilities of the directors of the corporation.

Section 9. Compensation

Members of the board of Directors shall be considered "qualified directors" in that they shall not receive compensation for personal services except for actual expenses incurred while performing a director's duties as established by the Board of Directors.

Section 10. Personal Liability

The personal liability of a director or uncompensated officer of this corporation to the corporation for monetary damages for conduct as a director officer is hereby eliminated to the fullest extent allowed by law.

Article VI - OFFICERS OF THE BOARD

Section 1. Positions

Officers shall be President, Vice-President, Secretary, and Treasurer. The Board may elect two individuals to serve as President. In which case those individuals will be titled Co-Presidents.

Section 2. Terms

All officers shall serve a term of one (1) year. They may be re-elected to additional terms.

Section 3. Vacancies

Vacancies in any office shall be filled by the Board for the unexpired term.

Section 4. Duties

The President shall preside at meetings of the Board and shall be the chief administrative officer of the Board. In the instance that the board elects Co-Presidents, the Co-Chairs shall share those duties. The Vice-President shall, in the absence or incapacity of the President, exercise the power and the duties of the President. The Secretary shall be responsible for preparing minutes of the directors' meetings and authenticating records of the corporation. The Treasurer shall review and monitor financial record-keeping, receipt of corporate funds and disbursement of corporate funds.

Section 5. Election

Election of officers shall occur at the regular July meeting each year, which is also the first meeting of the organization's fiscal year. A nominating committee shall have been appointed by

the President at the May meeting and should submit a slate of candidates at the June meeting at which time nominations from the floor will be opened until election.

ARTICLE VII - MEETINGS

Section 1. Regular Meetings

Regular meetings shall be held the first Monday of each month at 7:00 p.m. at the Southeast Uplift office. Exceptions are permitted, giving careful attention to notification.

Section 2. Special Meetings

Special meetings may be called by the President or at the request of any three (3) Board members. Notice of special meetings shall be given to each member not less than twenty-four hours prior to the time of the meeting.

Section 3. Public Attendance

All meetings shall be open to the public except when in Executive Session.

Section 4. Quorum

A majority of the active Directors currently holding office shall constitute a quorum for the transaction of business at any Board of Directors' meeting. For purposes of establishing a quorum only, a Director shall be considered inactive if he or she has missed three (3) or more consecutive regular Board meetings.

Section 5. Voting

Only currently seated Directors may vote and all votes must be done in person (no proxies allowed).

Section 6. Opinion Recordings

When appropriate, majority and minority views of directors on issues considered by the Board shall be recorded in the minutes of the meetings and/or correspondence.

Section 7. Meeting Procedures

Robert's Rules of Order, Revised, shall govern the procedures of the Board when procedure is not covered by the By-Laws.

ARTICLE VIII - COMMITTEES

Section 1. Executive Committee

The President, Vice-President, Secretary, Treasurer, and immediate Past President shall constitute the Executive Committee. If the immediate Past President is unable to serve for any reason, the Executive Committee shall choose a fifth member from previous board officers. The Executive Committee shall have the authority of the Board of Directors to make decisions on emergency and routine business items, and shall report all actions and decisions to the Board which can modify or reverse the decision of the Executive Committee upon a majority vote of the Directors in attendance and voting at a regular meeting provided a quorum is present. Other routine business of the Executive Committee shall include but not be limited to:

- i. Proposing board agenda;
- ii. Reviewing and making recommendations to the Board on finances and budgets, contracts, program implementation and modification, and policy formulations or amendments to past policy statements;
- iii. Hiring the Executive Director;
- iv. Establishing rules of conduct, and policy guidelines;

Section 2. Additional Committees of the Board

The President, with a vote approval of the majority of the directors then in office, shall have the power to establish committees, appoint members thereto, establish committee purpose, duties and authority, and remove members and dissolve the committee.

Section 3. Minimum Committee Responsibilities

All committees shall report their progress regularly to the Board and submit proposals for Board approval or action as necessary. All committees shall provide minority positions an opportunity to be present at the Board meeting at which the proposal will be submitted and to present a minority report. The Board and its committees must abide by Oregon Statutes relative to public meetings and public records.

Section 4. Board Participation

Each committee which has authority to act on behalf of the Board shall have at least two members of the Board as members of the committee. In addition the President shall be an ex-officio member of all committees.

Section 5. Solicitation of Funds

Solicitation of funds for Fiscal Sponsored Projects are made only on the condition that SE Uplift retains complete control and discretion over the use of the contributed funds.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. Presentation

To initiate the grievance procedure any member adversely affected by a decision of the Board shall within a reasonable time submit a written complaint to the Executive Committee.

Section 2. Review

The complaint shall be reviewed by the Executive Committee at a specially called meeting. Section 3. The complainant shall be notified no later than four (4) days prior to this meeting in order that she/he may attend.

Section 3. Resolution

The Executive Committee shall resolve the complaint or take appropriate action to affect this resolution and advise the complainant of its determination.

ARTICLE X - CONFLICT OF INTEREST

A transaction in which a director may have a direct or indirect conflict of interest may be approved by a vote of the Board of Directors if in advance of the vote all material facts of the transaction and the director's interest are disclosed to the board. A personal financial interest shall include a financial interest held by the board member and/or by member(s) of his/her immediate family. Examples of conflict of interest include employment by Southeast Uplift, ownership of property the use or control of which is being considered by Southeast Uplift, etc.

A conflict of interest transaction is considered ratified if there is a quorum present for taking action and it receives the affirmative vote of the majority of the directors who have no direct or indirect interest in the transaction. A transaction may not be authorized by a single director. The presence of, or a vote cast by a director with a direct or indirect interest in the transaction does not affect the validity of the action. The director with the conflict of interest may elect to abstain from voting on the transaction.

ARTICLE XI - INDEMNIFICATION

Section 1. Directors and Officers

The corporation shall indemnify its directors who are wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses actually incurred by the director in connection with the proceeding. The obligation to indemnify a director shall not exceed the limits of the liability insurance coverage available at the time of the occurrence.

Section 2. Employees and Other Agents.

The corporation may indemnify its employees and other agents to the fullest extent permitted by law.

ARTICLE XII- AMENDMENTS

These By-Laws may be amended by a two-thirds (2/3) vote of the Directors present at any regular Board meeting, provided that a quorum is present. Any proposed changes must be in writing and mailed to the preferred address of members of the Board fourteen (14) days prior to the meeting at which it is presented.

Revisions approved by Southeast Uplift Board, 6/7/2010

Signed



June 21, 2010

Marianne Colgrove
Southeast Uplift President

Date