

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Portland
Anti-Displacement Action Plan**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and the City of Portland a municipality of the State of Oregon, located at 1900 SW Fourth Avenue, Suite 1700, Portland, Oregon, 97220 (“Grantee”). Metro and Grantee may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

RECITALS

Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development or redevelopment, and to provide funding for plans and projects that facilitate economic development and community stabilization in the Metro region. The CET is collected by local jurisdictions when issuing building permits, and is remitted to Metro pursuant to Intergovernmental Agreements. Metro distributes CET funds to grantees across the region through the 2040 Planning and Development Grant Program.

The Grantee has submitted a 2040 Planning and Development Grant Request attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for Anti-Displacement Action Plan (the “Project”). Metro has agreed to provide 2040 Planning and Development Grant Funds to Grantee for the Project in the amount of \$100,000 subject to the terms and conditions set forth herein (the “Grant Funds”), and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to Grantee for the Project as approved by Metro’s Chief Operating Officer and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the Grantee: Kathryn Hartinger
Project Manager
City of Portland
(503) 823-9714
Kathryn.Hartinger@portlandoregon.gov

For Metro: Brian Harper
 Metro
 600 NE Grand Avenue
 Portland, OR 97232
 575-571-5503
 Brian.Harper@oregonmetro.gov

Metro and the Grantee may each designate an additional or replacement Project Manager by providing written notice to the other party.

3. Mutual Obligations of both the Grantee and Metro. The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

- (a) Approval of Consultants. The consultant(s) specified in the Grantee's Grant Request (**Exhibit A**) shall perform all consultant work to be paid for with grant funding. In the event that any additional contractors or subcontractors will perform work on the project to be paid out of grant funds, Grantee will obtain written approval from Metro's project manager. The Consultant's scope of work is set forth in **Exhibit B**.
- (b) Schedule of Milestones. The Parties have agreed to a schedule of milestones for completion of the Project, which is attached hereto as **Exhibit C** (the "Milestones"). The Parties each expressly delegate authority to their respective Project Managers to negotiate and agree to any subsequent revisions to the schedule of Milestones as may be appropriate to ensure effective execution of the project in alignment with the project goals. These revisions may include adjustments to the stated performance timelines, specific consultant and/or Grantee deliverables for each Milestone, and amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that mutually agreed upon revisions to **Exhibit C** shall be confirmed with a written amendment to the exhibit, and such revisions will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (c) Project Committee(s). The Project Managers will jointly determine the role of the Project committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of the Grantee's core staff team.

4. Grantee Responsibilities. The Grantee shall perform the work on the Project described in the Grant Request, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (a) Use of Grant Funds. The Grantee shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the Grantee shall obtain Metro's prior written approval before implementing any revisions to the Project. All travel expenses must be approved in advance by Metro. Grant funds cannot be used to fund staff time for public agencies or for purchase of alcoholic beverages. Metro and Grantee have agreed to allocate Grant funds for approved project expenses such as Community Liaison compensation, payments to Grant Project partners, and direct costs as outlined in Exhibit C.
- (b) Consultant Contract(s). The Grantee has entered into a contract with the consultant based on the proposed scope of work outlined in Exhibit B. The Grantee shall notify their Consultant(s)

regarding any amendments to Exhibit C that relate to any Consultant(s) scope of work, and will amend consultant contracts to be consistent with the amended Exhibit C.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the Grantee shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; the Grantee shall not submit additional deliverables and invoices to Metro for later Milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

- (a) Advisory Role. The Metro Project Manager shall take an active role as part of the Grantee's core staff team, and at the request of the Grantee Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the Grantee submittal of deliverables as set forth in the Milestones (as revised), Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. Subject to the terms and conditions in this Agreement, Metro shall reimburse the Grantee for its eligible expenditures for the applicable deliverable as set forth in Exhibit C within 30 days following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

6. Project Records. The Grantee shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement. The work product of Metro's Grant is a public record and is subject to public disclosure and review under public records law. Public records requests may also result in the disclosure of any non-exempt documents related to the project and related support documents as required by Oregon Law. Records and documents shall be retained by the Grantee for three years from the date of completion of the Project, expiration of the Agreement or as otherwise required under applicable law, whichever is later. The Grantee shall provide Metro with such information and documentation as Metro requires for implementation of the grant process. The Grantee shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Grant Funds were expended.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine, all Grantee records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the Grantee. The representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by the Grantee and all of their contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all Milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Milestones, as revised.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the Grantee has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

10. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

11. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the Grantee.

12. Indemnification. To the extent permitted by Oregon law and subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the Grantee agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

13. Authority. Grantee and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the Grantee and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the Grantee and Metro, respectively.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

By: _____
Marissa Madrigal
Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

Date: _____

Attachments:

Exhibit A – Grant Request
Exhibit B – Consultant Scope of Work
Exhibit C – Schedule of Milestones

CITY OF PORTLAND

By: _____
Andrea Durbin
Director, Bureau of Planning and Sustainability

Date: _____

Approved for legal sufficiency for the City of
Portland:

By: _____
Counsel for City of Portland

Project: City of Portland Anti-Displacement Action Plan

Grant funds requested: \$100,000

Project purpose and context

1. Provide a brief summary of the planning or development project for which engagement is planned. What is the need for the project and this project's purpose? What are the goals and anticipated outcomes of the project? What will be the community impacts and benefits? What are the opportunities for community input to influence project outcomes and public decision-making? Include a general schedule for the project that includes key decision points or milestones and a total budget for the project.

In 2014, the housing crisis reached a fever pitch and galvanized community activists to demand legislative action addressing the displacement of low-income residents from gentrifying neighborhoods throughout the city. One result of those community efforts was the inclusion of a slate of 11 community-identified anti-displacement policies into Portland's 2035 Comprehensive Plan. Since then, the implementation of those policies has been inconsistent. Lacking an overall framework to guide each city bureau's work, there has been disagreement about whether upzoning or making major investments in some neighborhoods to address infrastructure inequities is adding to the potential displacement pressures felt by community members.

Furthermore, the City's anti-displacement risk analysis has relied mainly on data with a long lag time, such as the Census. Because of this, the City has been slow to react to community needs and has been unable to determine the extent to which its own actions through investments or policy making have been responsible for residential displacement. The City's understanding of these effects on commercial and cultural institutions is even more limited, as there are few resources available that track how business districts and cultural institutions are forced to change or move over time, whether by price increases, or because the communities they serve have been themselves forced to move away.

The work envisioned for this community engagement grant aims to build on the work that was started with the inclusion of anti-displacement policies in the 2035 Comprehensive Plan. In 2018, the City of Portland joined the PolicyLink All-In Cities Anti-Displacement Policy Network, along with other cities also experiencing hot real estate markets and rapid displacement of communities of color (Austin, Minneapolis, Philadelphia, Buffalo, Santa Fe, Denver, Boston, Nashville, San Jose, and Nashville). Portland's team was composed of staff from planning, housing, and economic development bureaus, staff from the offices of Mayor Wheeler and Commissioner Eudaly, and community organizations who participated in the Anti-Displacement PDX (ADPDX) coalition. PolicyLink convened the network with the objective of creating a space for city governments and community leaders to learn from each other, build awareness and political support for anti-displacement policies, and work together on developing lasting structures to implement those policies in accountable partnership.

PolicyLink advised that effective implementation of anti-displacement and equitable development strategies is based on intentional decision-making structures that reflect the needs of communities who have experienced historic, serial, and forced displacement as well as those currently experiencing housing, commercial or cultural instability. PolicyLink made additional recommendations regarding analyzing displacement impacts and setting goals, identifying permanent sources of funding for anti-displacement work, and prioritizing populations experiencing the greatest vulnerabilities to displacement pressures.

The **Anti-Displacement Action Plan (ADAP)** is a process to identify, prioritize and implement the tools that will be co-developed by those most directly affected by displacement pressures. The ADAP process has two major components:

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Phase 1 (September 2019-June 2020) includes the development of an updated anti-displacement analysis and initial policy framework to serve as a foundation for discussion and decision-making. This phase also includes working with BIPOC community partners to build a robust coalition with capacity to fully engage in cross-bureau discussions and co-create the Anti-Displacement Task Force charter. This phase of the work has been fully funded by the City of Portland, both through the allocation of staff resources, and through a \$180,000 grant to the community coalition fiscal sponsor, the Portland African American Leadership Forum (PAALF). Those funds will be used to hire a coalition organizer intended to convene the community coalition partners and provide the necessary capacity building to fully engage in the second phase of the project. The City is working with an interim Steering Committee from the community coalition that has its roots in the work started by ADPDX, the coalition that worked toward the inclusion of anti-displacement policies into the 2035 Comprehensive Plan. The interim Steering Committee members are Lisa Bates, PSU; Joy Alise Davis, PAALF; Pam Phan, Right to the City Alliance; Cameron Herrington, Living Cully; and Nicole Johnson, 1000 Friends of Oregon.

Phase 2 (July 2020-December 2021) begins with the establishment of the Anti-Displacement Task Force, charged with providing implementation guidance, coordination and accountability on the City's existing anti-displacement policies, as well as elevating and recommending new policy and program priorities to the City Council. The 2040 Metro Community Engagement grant would help fund the needed staffing of the coalition organizer to ensure the community can engage fully throughout the two-year ADAP process.

The prioritization of anti-displacement and equitable development strategies is inherently a political process that requires a clear articulation of the potential benefits and burdens of City decisions regarding zoning changes, infrastructure investments, and housing and economic development policies. It is imperative that community members who have borne the brunt of disinvestment, gentrification, and displacement bring their expertise to decision making and public discourse to address dynamics of region-wide displacement. The Task Force will bring City leadership together with community members to build transparency, coordination and accountability around the implementation of local development and anti-displacement policies.

The City of Portland has provided funding for an emerging coalition of grassroots and community-based organizations to hire an organizer (\$120,000) and further support (\$60,000) for community subgrants for groups contributing significant time to the effort. These initial funds will largely support the first year of activities to include: the community's role in scoping and recruiting for the Task Force, and support the application of a racial, gender, and environmental justice lens of the City's Anti-Displacement analysis and policy framework.

The ADAP process is expected to run through the end of 2021. The City funding is expected to last until Spring 2021. The 2040 Metro Community Engagement grant is needed to fund the coalition organizer to ensure the community can engage fully throughout the two-year ADAP process. The coalition organizer will:

- 1. Build Capacity.** The organizer will be tasked with deepening the capacity for grassroots organizing and participation among BIPOC communities, as well as building cross-racial solidarity among community organizations. The organizer will accomplish this by providing education on frameworks for anti-displacement work, such as 'right to the city'; community ownership and facilitating other learning opportunities on best practices for community organizing and for equitable development without displacement.
- 2. Support the coalition.** The organizer will maintain regular communication and relationships with coalition members and seek opportunities for their participation and leadership. The organizer will support the recruitment and retention of new coalition members; facilitate opportunities for outside organizations to support coalition priorities; help manage communications systems and shared documents.
- 3. Coordinate advocacy and relationships.** The coalition organizer will coordinate the coalition's advocacy efforts to ensure that low-income and BIPOC communities are shaping local and regional decision-making. The organizer will serve as the primary point of contact for the City of Portland and other entities outside coalition membership and participate as a full staff member on all internal cross-bureau anti-displacement project team meetings. The organizer will also support and coordinate the development of the coalition's

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advocacy priorities and positions, including research, analysis and facilitation of the steering committee, and coordinate implementation of advocacy campaigns and priorities, at the direction of the steering committee.

The coalition organizer position will play a critical role in building a broader justice movement that recognizes the interdependence of people, policies, land-use and development decisions. This position supports the leadership of a coalition made up of front-line community organizations to drive an anti-displacement policy agenda. Moreover, ADAP is intended to establish a new policy and program framework for implementing citywide equitable development. The community will have a paid coalition organizer to serve as a liaison to City leadership, and a new advisory body to help shape City investment and policy recommendations to City Council and bureau directors. The outcome at the end of the two-year process will be a community-vetted Action Plan that lays the foundation for equitable cross-bureau investments and policymaking based on strong community engagement and gives the community an institutionalized seat at the table for elevating concerns and co-creating solutions. We propose a community-centered approach that partners with and supports groups to organize around issues of local and neighborhood development. ***The Portland region has an opportunity to lead in this work nationwide, but only if the community's participation, expertise and work is fully supported.***

Proposed Project Schedule and Milestones

Quarter	Activities	Milestones
0. July-September 2020	<ul style="list-style-type: none"> Full coalition convenes in earnest, begins chartering process for Taskforce 	Charter for Citywide Anti-Displacement Taskforce Completed
1.October-December 2020	<ul style="list-style-type: none"> Education and outreach about displacement, gentrification, and opportunity of Taskforce. Recruit BIPOC community-led groups (aka Coalition members) to participate in Taskforce 	Empanel Citywide Anti-Displacement Taskforce
2.January-March 2021	<ul style="list-style-type: none"> Develop shared understanding among Coalition members about root causes of community needs and surface community-based solutions Hold community gatherings to encourage open dialogue about gentrification and displacement Support Coalition members to participate in Taskforce Coordinate with Taskforce and City Staff to complete Draft Action Plan Determine ongoing coalition needs and identify sources of funding. 	Progress Report
3.April-June 2021	<ul style="list-style-type: none"> Train and support Coalition members to gain understanding of City bureaus and operations Support Coalition members to participate in Taskforce Coordinate with Taskforce and City Staff to complete Draft Action Plan 	Draft Action Plan
4.July-September 2021	<ul style="list-style-type: none"> Community Events to get feedback on Draft Action Plan 	Refine Action Plan
5. October-December 2021	<ul style="list-style-type: none"> Finalize Action Plan 	Plan adopted by City Council

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Proposed Project Budget

Our request for the 2040 Community Engagement grant is \$100,000 to cover the salary, insurance, taxes, and training needed for the coalition organizer position. PAALF would receive a 15% administrative fee to cover the expenses associated with being the fiscal sponsor of the coalition and the organization responsible for employing the coalition organizer, and providing all the insurance, office and human resources support expected with that role.

Community demographics

2. Provide demographic information including race, ethnicity, age, and income of the neighborhood or community that will be affected by the project. Indicate the data source and describe how the project geography relates to the data provided. If appropriate, include not only residential data but also relevant information (even if anecdotal) regarding local businesses, employers or commercial districts.

Portland has a total population of 620,500 people and is now the 26th most populous city in the United States and the fifth largest city on the West Coast. Recent economic gains in the job market and steady migration of young educated professionals is fast transforming Portland into a higher cost city. Between 2011 and 2016, the number and share of households in Portland earning \$100,000 or more increased by over 11,000, with the share going up from 23 percent to 27 percent. This influx of high earning households put strain on the housing market. In 2018, renters as a group still hadn't achieved their pre-recession income levels, while homeowners had easily surpassed pre-recession levels. The median renter household income was \$39,998 per year while median homeowner incomes were \$87,249 in 2017. Rents in Portland rose faster than any racial or ethnic group's income, increasing by 22 percent between 2010 and 2017. However, this disparity is most pronounced for communities of color, which experienced stagnant or in some cases decreasing incomes when adjusted for inflation.

Research shows that high rents, rather than personal circumstances, are the key to predicting the severity of homelessness across the country. In Portland, homelessness disproportionately affects most racial and ethnic minority groups. In our region, African Americans make up 12.1% of the homeless population, which is more than four times the group's share of the general population. Similarly, the shares of people who are homeless that identify as American Indian/Alaska Native or Native Hawaiian/Pacific Islander are five times those groups' representation in the general population. Rent increases from 2018-2022 were predicted to lead to a 17% increase in the incidence of homelessness in our region.

In 2018, the City's updated displacement risk analysis showed that Portland has almost 34,000 households at risk of being displaced. These are low-income renter households living in a gentrifying area who pay more than 30% of their income on rent. Even small increases in housing costs may push these households out of the city to places where they are often further away from community ties, needed social services, and transit access to jobs and education.

- There were over 14,000 low-income cost-burdened renter households in East Portland (a quarter of the city's share), and 97 percent of them lived in a census tract that is in early- or mid-stage gentrification. East Portland households endured the fastest rise of housing costs citywide since 2008.
- The Interstate and MLK Corridor has continued to gentrify into late stages, having lost thousands of vulnerable residents. More than 1,700 residents of color have been displaced since 2010, and low-income households have also dropped. The area was experiencing mid-stage gentrification between 2000 and 2010, but almost the entire corridor has moved into later stages where home values are high and vulnerable populations have been displaced.
- The Powell-Division Corridor continues to gentrify and lose vulnerable residents. The corridor was in early stages of gentrification between 2000 and 2010, but it jumped to late-stage and mid-stage gentrification between 2010 and 2016.
- Along the future SW Corridor light rail alignment there are over 3,500 low-income renters and 2,200 homeowners paying more than 50 percent of their income on housing costs, leaving them vulnerable to

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displacement pressures. There are 327 older, unregulated affordable apartment buildings in the corridor, containing over 11,000 apartments. These older buildings accounted for 94 percent of apartment building sales since 2006, raising fears that new owners will raise rents and displace low-income tenants.

- The current public health emergency promises to make the situation worse, by disproportionately impacting lower-wage workers through job loss and a lack of access to health care.

Anticipated engagement plan or concept

3. Describe your anticipated engagement plans for the project (without this grant.) Include engagement goals, audiences you intend to contact, and methods for engagement (meetings, workshops, surveys, focus groups, interviews, door-knocking, etc.) If awarded this grant, how will your engagement approach be different?

In partnership with the City, the process to identify, prioritize and implement the Anti-Displacement Action Plan (ADAP), needs to be co-developed by those most impacted. A community-led focus will be used to ensure equitable outcomes, particularly those that acknowledge the negative outcomes experienced disproportionately by Black and indigenous people of color, and immigrant and refugee residents. The success of this project relies on robust participation from a broad community coalition--a goal that is harder to reach without dedicated staff who are working to build community and organizational capacity, support engagement with the Anti-Displacement Task Force, and actively participate in co-creating solutions to recommend to the City Council. One year is not likely enough time for transformational change to occur either within the City's bureaus or out in the community.

Without the second year of funding for the coalition organizer position, the Anti-Displacement Task Force would continue to serve as an advisory body, but the community engagement around this project would likely revert to a more traditional planning model as practiced by the City of Portland. Staff would make significant efforts to continue engaging the community and keep coalition partners up-to-date on developments, but the spirit of co-creation of solutions, and the goals of building community capacity, both organizationally and on an individual level would likely be hampered.

Team capacity and experience

4. Identify key government staff assigned to the project and project leads involved from a consultant (if applicable). Clearly indicate the role of each team member. Describe the experience of any team members who have worked in the engagement of historically marginalized communities in similar planning and development efforts. Include brief examples of past work. If applicable, describe any relevant cultural experience or lived experience of team members that might be relevant to this effort.

Kathryn Hartinger (Project Manager) brings two decades of experience in applied conflict resolution and planning to the team. She holds a master's degree in sociology and a doctorate in conflict resolution, as well as a master's degree in urban planning. She volunteered with New Orleans residents displaced to Baton Rouge post-Katrina, worked as Research Director for the Baton Rouge regional economic development agency, and served as a mediator in the Unified New Orleans Planning workshops. She has worked for the City of Portland since 2011, serving as the community outreach lead on numerous, large scale planning efforts, including the Central City 2035 Plan, and the Design Overlay Zone Amendments (DOZA) project - engaging with diverse communities across a variety of topics. **Tony Lamb (Action Plan Framework Manager)** has a lifetime of experience being and working with both low-income and communities of color on equity, planning, and justice issues. While living in Texas he worked on Waco's 10-year plan to end homelessness and was deeply involved in efforts to improve outcomes for low-income Wacoans. Tony moved to Portland in 2013 and served as an AmeriCorps VISTA, serving in East Portland at The Rosewood Initiative. He left his position as Director of Economic Development in 2016 to pursue his MURP degree. At BPS he has worked on increasing equitable outcomes for communities of color through the planning process and projects such as the Northwest Streetcar Equity Analysis, Residential Infill Project Displacement Study, Climate Action Plan, and Anti-Displacement Action Plan. As a mixed-race person, he is especially excited to assist on projects that further Black and Indigenous communities. **Andrea Pastor (Economic Impact Analysis)** brings over a decade of experience engaging low income communities of color for a variety of planning projects and social service programs. Before joining BPS, Andrea worked for the city of Vancouver, WA, managing the implementation of the Fourth Plain Forward Action Plan and the development of the Reside Vancouver anti-displacement strategy. Both projects were based in the

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most economically disadvantaged and racially diverse neighborhoods of Clark County, and involved long-term relationship building with members of community-based organizations. She has experience developing targeted outreach, survey design, and coordinating a coalition of residents, social service providers, small business owners, and educators in the area. Andrea is a child of Mexican immigrants and can communicate in Spanish fluently. As a small business owner and economic development planner, she is familiar with the challenges facing vulnerable communities, including cultural and commercial assets, to remain rooted in a location of their choosing. **Ryan Curren (Equitable Development Strategic Advisor)** is a Project Manager at BPS, where he has facilitated the development of the SW Corridor Equitable Housing Strategy with a coalition of community-based organizations led by and serving low-income tenants and communities of color. His work focuses on the intersection of land use policy with community engagement, affordable housing, economic development, and transit policy. Prior to this position he was a Senior Community Development Specialist for Seattle's Office of Housing where he provided policy, planning and pre-development analysis for the investment of the city's Affordable Housing Levy and other federal funds. He managed the implementation of an anti-displacement strategy in Southeast Seattle light rail station areas. Ryan co-authored Seattle's first racial equity analysis of the Comprehensive Plan and co-founded Seattle's ongoing Equitable Development Initiative to implement new equitable growth policies and fund community-led anti-displacement development projects.

Added team capacity and experience desired

5. Describe the qualifications and experience that you are seeking to add to your team through the involvement of a community partner or liaison. Discuss your strategy to recruit and select the organization(s) or individual(s) who would join your team. How do you propose to integrate the community partner/liaison into the planning or development project team? Will they have opportunity to adjust your engagement plans to best meet intended goals? [If you have already identified a community partner/ liaison to be involved, explain how their specific expertise, perspective, and/or relationships will enhance project success.]

The interim Steering Committee members are volunteers, and are not currently equipped to participate in the Task Force process to the extent necessary to ensure that the community's voice is always present at the table. In anticipation of City grant funding, the coalition began their search for a coalition organizer in March, by posting the position description through the coalition's network of organizations and on PAALF's website. The desired candidate had to have community organizing background and a sense of mission around organizing and building power within and across BIPOC communities. At this moment, the coalition has selected a candidate and made an official offer, and is awaiting the candidate's response.

The coalition organizer is needed to coordinate and amplify the activities and leadership of community-based organizations and grassroots groups committed to ending displacement. While many organizations are at the epicenter of housing instability and displacement, a community-based organizer creates opportunities for collective impacts that would otherwise not be possible given the variable capacity and limited funding of different groups. The coalition organizer will work closely with City staff and be fully integrated in all aspects of the project. Rather than providing an opportunity to adjust City plans to meet community goals, we are working toward a model where City staff works in support of the Task Force, which is co-led by the community. In this way, the community will be co-designing and co-leading engagement plans with City leadership and regional partners, with staff in a *supporting* role.

Proposed engagement budget

6. Using the budget table template provided, indicate the major project phases, the grant-funded public engagement tasks or elements you imagine for each phase, and their associated costs. Identify any additional funding [if any] available from other sources.

Please see budget attachment.

2040 Planning and Development Grant Application
Proposed project budget| Community engagement

Project Name: Anti-Displacement Action Plan

Grant Funds Requested: \$100,000

Other funds Pledged: \$180,000 (City of Portland)

PROJECT PHASES AND ENGAGEMENT COMPONENTS	PROPOSED GRANT FUNDING		
	CBO COMPENSATION	LIAISON COMPENSATION	DIRECT EXPENSES FOR ENGAGEMENT
Spring 2020- March 2021 (funded by City of Portland)			
Community Coalition Organizer			
Salary and payroll taxes		\$ 65,000	
Benefits		\$ 26,000	
Administrative fee	\$ 19,200		
Community Pass-through Grants			\$ 60,000
Engagement events, incl childcare, supplies, food, interpretation, space rental			\$ 9,800
April 2021-December 2021 (funded by Metro 2040 CE grant)			
Community Coalition Organizer			
Salary and payroll taxes		\$ 58,000	
Benefits		\$ 20,000	
Administrative fee	\$ 15,000		
Engagement events, incl childcare, supplies, food, interpretation, space rental			\$ 7,000
TOTAL	\$ 34,200	\$ 169,000	\$ 76,800

EXHIBIT A



Office of Mayor Ted Wheeler
City of Portland

April 30, 2020

Marissa Madrigal
Chief Operating Officer
600 NE Grand Avenue
Portland, OR 97232-2736

Dear Chief Operating Officer Madrigal,

Thank you for this opportunity to compete for Cycle 8 Metro 2040 Planning and Development Grant funding. Resources provided to the City of Portland under the Metro Community Planning and Development Grant Program allow the City to undertake projects across Portland that prepare neighborhoods and corridors for growth and remove barriers to development.

The City shares Metro's grant program focus on equitable housing and economic opportunity in the region. As further described in the formal grant application, our proposals share these goals with our community partners. Accordingly, please consider the following five grant proposals as Portland's request for the Cycle 8 Metro Planning and Development Grant program:

Equitable Development (Prosper Portland lead)

- | | | |
|----|---|-----------|
| 1. | Tribal Headquarters and Center Project (in partnership with OMSI) | \$750,000 |
| 2. | Livable Gateway (in partnership with Nehemiah Group) | \$487,500 |
| 3. | 82nd Avenue/Division (in partnership with APANO and TriMet) | \$284,500 |

Community Engagement (BPS lead)

- | | | |
|----|---|-----------|
| 4. | Anti-Displacement Action Plan (in partnership with PAALF) | \$100,000 |
| 5. | Unite East Portland (in partnership with Unite Oregon and EPAP) | \$75,000 |

The City of Portland intends to fully support the selected projects with staff and funding resources necessary for a successful project. Thank you for your consideration.

Ted Wheeler
Mayor of Portland



**PO BOX 11869,
Portland OR 97211
(503) 208-3387
info@paalf.org**

March 24, 2020

Metro 2040 P & D Grants Committee
600 NE Grand Avenue
Portland, OR 97232-2736

Dear Metro 2040 Grant Committee:

The Portland African American Leadership Forum (PAALF) would like to express its commitment to the goals and actions outlined in the City of Portland's application for the Metro 2040 Community Engagement grant.

As the fiscal sponsor of the community coalition forming to co-create the city's anti-displacement action taskforce and plan, PAALF will play a key role in bringing plans to fruition. Since 2009, PAALF has been committed to the revitalization and sustainability of a vibrant Black community. PAALF has deep and unique experiences in racial equity-centered anti-displacement work and organizing, as part of ADPDX and through our work on *The People's Plan* (2017). PAALF is committed to racial equity and to growing the coalition's already diverse membership for collective action.

During this critical start-up phase, PAALF is acting as the fiscal sponsor of the community coalition, accepting the responsibility for employing the coalition organizer, and offering support of staff time, facility space/teleworking capabilities, office supplies and equipment as necessary to move the project forward. PAALF has also donated over \$5,000 in-kind administrative support to the coalition to help reboot this coalition. This is a significant commitment from a small non-profit with limited resources.

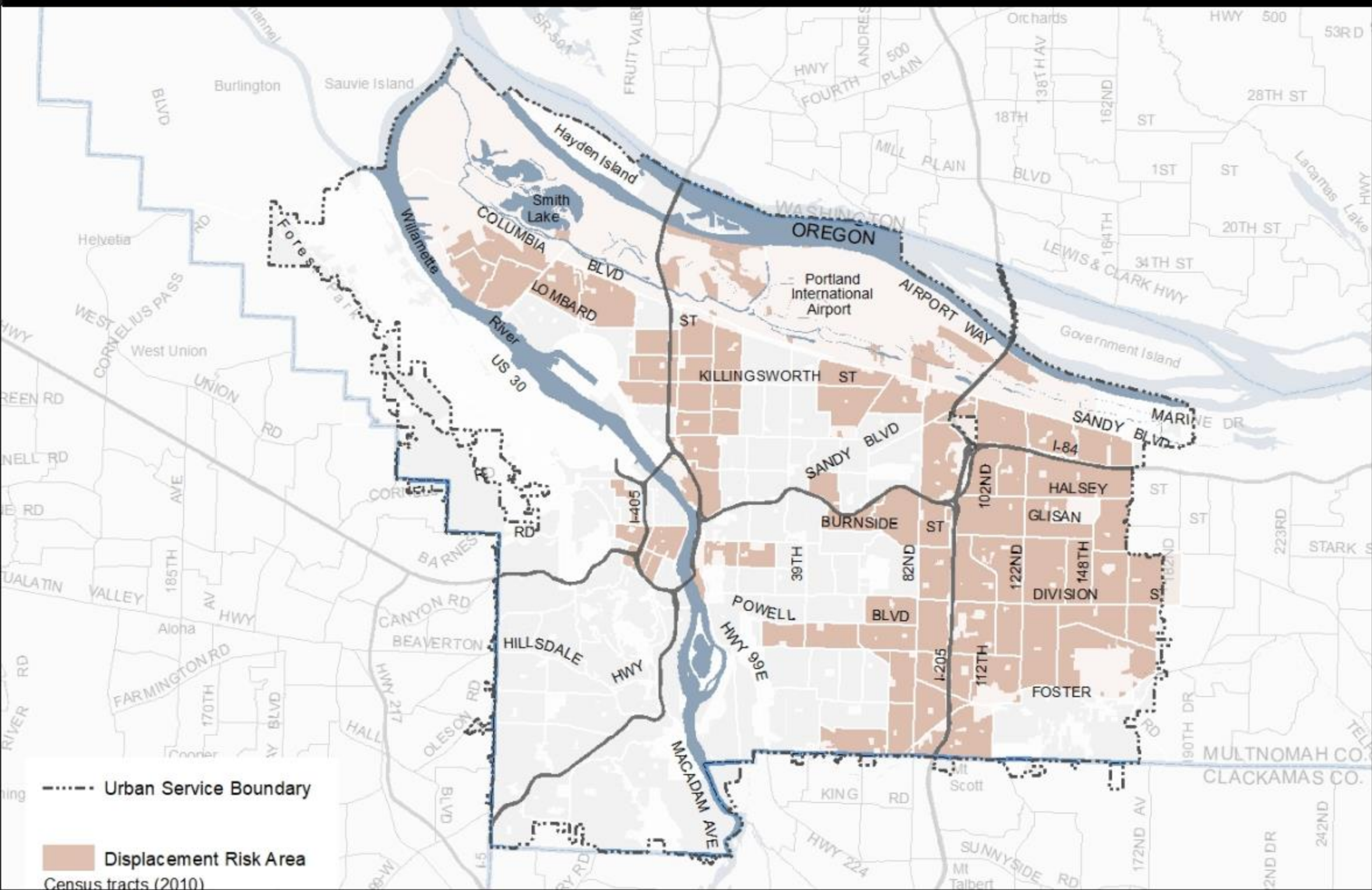
PAALF strongly urges Metro to join us in supporting this important work, to protect, retain, and restore our most vulnerable communities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joy Alise Davis". The signature is fluid and stylized, with a long horizontal stroke at the end.

Joy Alise Davis, M.A.
Executive Director, PAALF
joyalise@paalf.org

Map 1. Displacement Risk Areas from the 2013 Gentrification and Displacement Assessment.



January 2019

City of Portland, Oregon || Bureau of Planning and Sustainability || Housing and Economic Planning

The information on this map was derived from City of Portland GIS databases. Care was taken in the creation of this map but it is provided "as is". The City of Portland cannot accept any responsibility for error, omissions or positional accuracy.

The City of Portland ensures meaningful access to city programs, services, and activities to comply with Civil Rights Title VI and ADA Title II laws and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats,



0 1 2 Miles



Bureau of Planning and Sustainability
Innovation. Collaboration. Practical Solutions.

City of Portland, Oregon
"Red Wagon Paper" • Susan Anderson, Director



METRO CONTRACT 936857
EXHIBIT B

GRANT AGREEMENT NO.

This is Grant Agreement (“Agreement”) is between the CITY OF PORTLAND, OREGON (“CITY” OR “GRANTOR”) and the Portland African American Leadership Forum (PAALF OR “GRANTEE”) in an amount not to exceed \$180,000. This Agreement may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

RECITALS:

Effective implementation of anti-displacement and equitable development strategies will take building intentional structures and strategies that reflect the needs of communities who have experienced historic, serial, forced displacement and those currently experiencing housing, commercial or cultural instability. In partnership with the City, the process to identify, prioritize and implement these tools, the Anti-Displacement Action Plan (ADAP), should be co-developed by those most impacted. A community-led focus will be used to ensure equitable outcomes, particularly those that acknowledge the negative outcomes experienced disproportionately by Black, Indigenous, people of color, immigrant and refugee residents.

This agreement is entered into for the purpose of providing City funds for capacity-building for a coalition of community-based organizations, so they can participate in the ADAP process with City staff as full partners. Funds will support the hiring of a community-based organizer to support the work of the coalition, its leadership, members and partners, and further support subgrants to fund engagement and leadership by coalition members, partners, and other grassroots entities providing significant time, resources and expertise to capacity-building efforts.

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 CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

A community-based organizer is needed to coordinate and amplify the activities and leadership of community-based organizations and grassroots groups committed to mitigating displacement. While many organizations are at the epicenter of housing instability and displacement, a community-based organizer creates opportunities for collective impacts that would otherwise not be possible given the variable capacity and limited funding of different groups.

This grant additionally includes money for sub-grants. See ATTACHMENT B: Budget. These subgrants are intended to pay for meeting stipends as well as for the work of those taking on significant responsibility to enhance community capacity around anti-displacement work. Sub-grants facilitate the engagement of individuals and organizations with limited capacity and resources, who might otherwise not be able to engage.

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See ATTACHMENT A: Community-based Organizer: Goals.

See ATTACHMENT B: Budget

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Unless otherwise advised in writing, an acknowledgement of BPS support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. BPS Logo and credit line should also be used in acknowledging its support whenever possible.

Acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, web resources, events, fliers, other written documents, or publicity materials.

1. Logo: Current logo, with correct spacing, color or black and white shall be requested directly from BPS communications staff or assigned program staff.
2. Policy Statement: The acknowledgement of BPS support must also include the following statement: "Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland." The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it.
3. Credit Lines: A portion of the funding for the program/project comes from BPS: "The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Bureau of Planning and Sustainability."

All funding for the program/project comes from BPS: "The [title of this project/program] has been made possible through funding entirely by the City of Portland, Bureau of Planning and Sustainability."

- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Joy Alise Davis, 503-764-9019.
- C. City Grant Manager: The Grant Manager for this Agreement is Kathryn Hartinger, 503-823-9714, or such other person as may be designated by CITY in writing.
- 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 CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:

1. Submit quarterly reports (March 15, June 15, September 15, December 15), as needed,

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EXHIBIT B

that include the following:

- Partial Quarterly Report: **Reporting Form**, template included as ATTACHMENT C (Reporting Form). Check “partial” at top of form.
 - Annual Report: signed **Reporting Form**, template included as ATTACHMENT C, no later than thirty (30) days after December 31, 2020. Check “final” at top of form.
2. CITY 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.
- F. Sub-grants: Sub-grants for coalition members, partners, and other grassroots entities providing significant time, resources and expertise to capacity-building efforts are available as part of this grant agreement. In alignment with Comprehensive Plan Policy 2.5, Community Capacity Building, preference will be given to work that centers underserved and under-represented groups. The funds will be administered by the City Grant Manager and approved at the discretion of the BPS Director in consultation with the GRANTEE and Community-based Organizer. In addition:
- 1. Sub-grantees receiving \$10,000 or more; or sub-grants that will, in whole or in part, fund events at which members of the public may attend, must provide proof of insurance as described in Section IV.L of this document.
 - 2. Sub-grantees receiving \$300 or more must complete a Reporting Form, template included as ATTACHMENT C, no later than thirty (30) days after the completion of the work specified in the subgrant application. The CITY reserves the right to request additional documents to support sub-grantee’s expenditure of grant funds has complied with the scope of work funded.
 - 3. For sub-grantees receiving less than \$300, GRANTEE will provide documentation of how the money was spent, including copies of meeting agendas and sign-in sheets, if participants were compensated for their expertise.

III. PAYMENTS

A. GRANTEE will receive its funding as follows:

- 1. CITY will fund the work described in ATTACHMENT A and the sub-grant program in an amount not to exceed \$180,000 for FY 2019-20. CITY may advance the GRANTEE \$30,000 upon execution of this Grant Agreement and receipt of a request.
- 2. Related to the organizer position, GRANTEE will submit quarterly invoices using ATTACHMENT D (Invoice/Request for Payment Template) to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. CITY’s subsequent payments will be made after CITY review and approval of GRANTEE’s periodic progress reports using ATTACHMENT C and ATTACHMENT D, which are due on a quarterly basis from the date of the final agreement signature. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates using

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EXHIBIT B

ATTACHMENT C and ATTACHMENT D.

3. GRANTEE will coordinate and submit sub-grant requests to the CITY Grant Manager using ATTACHMENT E. Sub-grants will be approved with written permission of the BPS Director. The City of Portland will pay GRANTEE the amount of the sub-grant request within thirty (30) days of the approval date.
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 terminate, reduce, or suspend any grant funds that have not been paid. In addition, CITY may require GRANTEE to immediately refund to the CITY any funds improperly expended or received by GRANTEE.
5. Grant payments under this Agreement may be used only to provide the services or take the actions listed on ATTACHMENT A and expenses listed on ATTACHMENT B. Any changes to the approved budget must be authorized in writing by the City Grant Manager before any expenditure of funds in new amounts or line items.
6. If 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.
7. GRANTEE shall keep vendor receipts and evidence of payment for materials and services. GRANTEE shall keep time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. GRANTEE shall make all receipts and evidence of payments promptly available to the Grant Manager, or other designated persons, upon request and during the CITY's annual monitoring process.
8. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
9. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

IV. 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

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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 thirty (30) 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 ensure that applicants for employment

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EXHIBIT B

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.

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EXHIBIT B

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.

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EXHIBIT B

- 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. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- 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.

METRO CONTRACT 936857
EXHIBIT B

V. 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 Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2020.

CITY OF PORTLAND

GRANTEE

Joy Alise Davis

Name: _____
Title: _____
Date: _____

Name: Joy Alise Davis
Title: Executive Director
Date: 5/4/2020

Approved as to Form

City Attorney

METRO CONTRACT 936857
EXHIBIT B

ATTACHMENT A: Community-based Organizer: Goals

This grant will fund a full-time community-based organizer to: i) support coalition leadership; ii) support capacity-building for coalition engagement with ADAP; and iii) regularly report on activities and progress to BPS.

Goals and timeline for this project include:

[See “successes” line in ATTACHMENT C: Reporting form]

- Development of a charter for the ADPDX Coalition that includes coalition goals, priorities, roles and responsibilities and decision-making procedures. (Q1, Q2)
- Administration of an ADPDX member/partner inventory survey to better understand what anti-displacement related actions different members and partners are engaged in (Q1)
- Capacity-building for ADPDX Coalition engagement in anti-displacement efforts, including stakeholder organizing, logistics, policy research, technical modeling and planning analysis related to ADPDX priorities. (Q1, Q2, Q3, Q4)
- Support for ADPDX Coalition leadership, members and partners (Q3, Q4)
- Solicitation, coordination, and submittal of sub-grant requests (Q1, Q2, Q3, Q4)
- Development and maintenance of relationships with ADPDX members, partners, and stakeholders (Q1, Q2, Q3, Q4)
- Regular reporting of progress, successes, opportunities and challenges to BPS team – including completion of quarterly reports (Q1, Q2, Q3, Q4)

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EXHIBIT B

ATTACHMENT B: Budget

Revenue	\$180,000.00
Personnel	
ADPDX Organizer: salaries & wages, insurance, fringe benefits, payroll taxes, training (40 hours a week)	\$90,000.00
ADPDX Organizer: travel	\$1,000.00
Expenses	
Sub-grants to member/partner orgs	\$60,000.00
Program: Activities and events: including childcare, supplies, travel and meeting expenses, interpretation and translation services, event venue rentals, etc.	\$9,800.00
Administrative expenses: including reporting, accounting, insurance and human resource.	\$9,600.00
Administrative expenses: including utilities, IT/telecommunications, Computer hardware, office space security and office space expense.	\$9,600.00
Total Personnel expenses	\$91,000.00
Total expenses	\$69,800.00
Total admin fee expenses	\$19,200.00
Total Expenses	\$180,000.00

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EXHIBIT B

ATTACHMENT C: Reporting Form

Progress Report: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
Grant Agreement	
GRANTEE Organization Name	
Project Title	
Fiscal Year	
Overall Project Status >>	
Overall Grant Program Purpose	
Project Summary	<i>[Describe grant project]</i>
Project Status Narrative	<i>[Describe project progress during this reporting period. Please include: latest news, overall project status, milestones accomplished, goals reached (see ATTACHMENT A), any additional comments about the project, additional photos, or supplementary documents you would like to share.]</i>
Successes	<i>[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website or marketing materials; please include your written permission for this use.]</i>
Challenges	<i>[Briefly, describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]</i>
Next Steps	<i>[What are the next steps for this project and your organization?]</i>

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EXHIBIT B

Policy/Partnership Opportunities	<i>[While conducting your work, has your organization observed opportunities for policy change or City partnerships that would benefit the work or participants on your program/project? Please provide specific examples and related metrics]</i>			
Project Finances	Awarded:	\$ <i>[Insert total funds awarded by City]</i>	Grant Expenditure to Date	\$ <i>[Insert grant expenses incurred to date and submit with the expenditure report***]</i>

Participants Demographics »

Age	
Racial or Ethnic	

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge.

Typed or printed name and title:

Name:	
Signature:	
Date:	
Telephone:	
Email Address:	
Date report submitted (month, day, year)	

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EXHIBIT B

ATTACHMENT D: Invoice/request for payment template

Please add the following information to a document with your organization letterhead.

Invoice/Request for Payment

To:

City of Portland
 ATTN: Kathryn Hartinger
 Bureau of Planning and Sustainability
 1900 SW 4th Ave, Suite 7100
 Portland, Ave 97204

Grantee			
Address			
City, State		Zip Code	

Project name			
Expenses period		through	

Expenses	Item Description	FY 2019-20 Total Budget	FY 2019-20 BPS Budget	Amount Invoiced
Administrative costs	(up to 10% of the total grant amount)			
Total Expenses			\$	\$ 0.00

Net amount due			\$
-----------------------	--	--	-----------

Prepared by:	
Signature:	
	Date:

METRO CONTRACT 936857
EXHIBIT B

ATTACHMENT E: Request for Sub-grant

Please add the following information to a document with your organization letterhead.

To:

City of Portland
ATTN: Kathryn Hartinger
Bureau of Planning and Sustainability
1900 SW 4th Ave, Suite 7100
Portland, Ave 97204

Grantee			
Address			
City, State		Zip Code	

Description of work subgrant will fund:

Description of how proposed work furthers ADPDX work, objectives or capacity:

Budget	Item Description	Amount Requested
Net amount requested		\$

Prepared by:	
Signature:	
	Date:

APPROVED:

BPS Director

Date: _____

**METRO CONTRACT 936857
EXHIBIT B**



SENT VIA EMAIL

**CITY OF PORTLAND
AMENDMENT No. 1 to
GRANT AGREEMENT No. 32002083
FOR
Portland African American Leadership Forum**

This Amendment No. 1 amends Grant Agreement No. 32002083 dated 27th day of May, 2020, by and between the Portland African American Leadership Forum ("Grantee") and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a "Party" or collectively as the "Parties."

The Effective Date of this Amendment is 12/30/2020. The purpose of this Amendment is to extend the term of the contract.

The Parties agree to Amend the Grant Agreement as follows:

1. The Term is extended from 12/31/2020 to 6/30/2022, unless terminated sooner under the provisions of the Grant Agreement.

All other terms and conditions of the Price Agreement remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

GRANTEE

DocuSigned by: Joy Alise Davis 12/18/2020
Authorized Signature Date

Joy Alise Davis, Executive Director
Printed Name and Title

Address: PO Box 11869
Portland, OR 97211

Phone: 503-764-9019

Email: joyalise@imagineblack.org

Prepared by: Kathryn Hartinger, Anti-Displacement Action Plan Project Manager

Coordinator Sent to: Joy Alise Davis, Portland African American Leadership Forum,

via email at joyalise@imagineblack.org

METRO CONTRACT 936857
EXHIBIT B

[This page reserved for City of Portland signatures]

Contract No. 32002083

Amendment No. 1

Contract Description: Portland African American Leadership Forum for Anti-Displacement Action Plan

CITY OF PORTLAND SIGNATURES:

By: *Andrew Dineen* Date: 12/29/20
Bureau Director

By: N/A Date:
Chief Procurement Officer

By: N/A Date:
Elected Official

Approved:

By: N/A Date:
Office of City Auditor

By: *Glenn Fullilove* Date: 12.29.20
Office of City Attorney

METRO CONTRACT 936857
EXHIBIT B



Certificate Of Completion

Envelope Id: A19136BD775E4E5D94181C7553578B16

Status: Completed

Subject: Please DocuSign: 32002083 AD_PAALF_Amendment 1_forJD_updated_email.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joy Alise Davis

AutoNav: Enabled

4511 North Williams Ave

Envelopeld Stamping: Enabled

4511 North Williams Ave

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Portland, OR 97217

joyalise@paalf.org

IP Address: 97.115.177.67

Record Tracking

Status: Original

Holder: Joy Alise Davis

Location: DocuSign

12/18/2020 2:51:38 PM

joyalise@paalf.org

Signer Events

Joy Alise Davis

joyalise@paalf.org

Executive Director

PAALF

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Joy Alise Davis
699D0B1B0FAA43D...

Signature Adoption: Pre-selected Style
Using IP Address: 97.115.177.67

Timestamp

Sent: 12/18/2020 2:51:51 PM

Viewed: 12/18/2020 2:52:00 PM

Signed: 12/18/2020 3:20:18 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kathryn Hartinger

Kathryn.Hartinger@portlandoregon.gov

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 12/18/2020 3:20:19 PM

Viewed: 12/18/2020 3:22:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Yemaya Benton

myemaya@imagineblack.org

Security Level: Email, Account Authentication
(None)

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Sent: 12/18/2020 3:20:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

METRO CONTRACT 936857

Envelope Summary Events	Status	EXHIBIT B	Timestamps
Envelope Sent	Hashed/Encrypted		12/18/2020 2:51:51 PM
Certified Delivered	Security Checked		12/18/2020 2:52:00 PM
Signing Complete	Security Checked		12/18/2020 3:20:18 PM
Completed	Security Checked		12/18/2020 3:20:19 PM

Payment Events	Status	Timestamps
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METRO CONTRACT 936857 - EXHIBIT C

Anti-Displacement Action Plan Project Milestones, Deliverables, and Disbursement of Grant Funds

PROJECT MILESTONE AND SPECIFIED GRANT DELIVERABLES		DATE DUE	PROGRESS PAYMENT
	Execution of grant IGA a) Preparation of project documents and negotiations. b) Signed IGA document.	June 30, 2021	
1	Workshop Planning, Engagement a) Empanel Coalition Workshop Planning Committee. b) Identify technical and other needs to support community-led workshops. c) Complete initial engagement/organizing plan. d) Submit copies of progress reports for first phase of project.	July 31, 2021	\$20,000
2	Commence Community Workshops a) Hold coalition gatherings. b) Support participation of coalition members. c) Determine ongoing Coalition needs and identify potential funding sources. d) Submit progress reports.	September 30, 2021	\$20,000
3	Continue Community Workshops a) Train and support Coalition members to gain understanding of City bureaus and operations. b) Support Coalition members to participate in workshops, planning and community-based action. d) Support efforts to draft a community-led action prioritization rubric.	November 30, 2021	\$30,000
4	Draft and Refine Action Plan a) Coordinate with Workshop Planning Committee, Coalition Leadership and City Staff to complete Draft Action Plan recommendations. b) Host community events to obtain feedback on action plan. b) Submit relevant project documents, engagement materials, or meeting notes. c) Submit revised Action Plan.	February 28, 2022	\$20,000

Exhibit C

Continued

5	Finalize Action Plan and complete final report a) Summarize engagement activities completed for the project. b) Identify key challenges and achievements; note any adjustments to engagement plan. c) Report on grant performance measures, next steps. d) Submit financial summary accounting for all grant-related expenses.	May 31, 2022	\$ 10,000											
	TOTAL GRANT FUNDS		\$100,000											
APPROVED GRANT PROJECT EXPENSE DISTRIBUTION														
<table><tr><td rowspan="5">Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.</td><td>Consultant Fees (Liaison Compensation)</td><td>\$78,000</td></tr><tr><td>Payments to Project Partners (PAALF)</td><td>\$15,000</td></tr><tr><td>Direct Costs</td><td>\$7,000</td></tr><tr><td>Other (specify)</td><td></td></tr><tr><td>TOTAL GRANT FUNDS</td><td>\$100,000</td></tr></table>				Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees (Liaison Compensation)	\$78,000	Payments to Project Partners (PAALF)	\$15,000	Direct Costs	\$7,000	Other (specify)		TOTAL GRANT FUNDS	\$100,000
Changes to the approved expense distribution shown at right must be approved by Metro through an amendment of this Exhibit C.	Consultant Fees (Liaison Compensation)	\$78,000												
	Payments to Project Partners (PAALF)	\$15,000												
	Direct Costs	\$7,000												
	Other (specify)													
	TOTAL GRANT FUNDS	\$100,000												
GRANT PROJECT COMPLETION REQUIREMENTS														
<ul style="list-style-type: none">All grant project deliverables submitted by grantee and approved by MetroFinal financial report submitted and backup documentation retained on file as appropriateFinal reporting on grant performance measures submitted and approved by Metro														



SENT VIA EMAIL

**CITY OF PORTLAND
AMENDMENT No. 3 to
GRANT AGREEMENT No. 3 2 0 0 2 0 8 3
FOR
Portland African American Leadership Forum**

This Amendment No. 3 amends Grant Agreement No. 32002083 dated 27th day of May, 2020 by and between the Portland African American Leadership Forum ("Grantee") and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a "Party" or collectively as the "Parties."

This Amendment is authorized by City Ordinance No. _____.

The Effective Date of this Amendment is 7/15/2021. The purpose of this Amendment is to add funds to the original agreement to extend support for the original community-based organizer through FY 21-22.

The Grant Agreement was previously amended as follows:

Amendment No. 1, dated 12/29/2020, which extended the Term from 12/30/2020 to 6/30/2022.

Amendment No. 2, dated 6/9/2021, which added \$130,000 to the agreement, to support a second community-based organizer and community-led workshops.

The Parties agree to Amend the Grant Agreement as follows:

1. The following language is added to the Grant Agreement. New language is in BOLD and deleted language is in ~~strikethrough~~.
2. **The Grant Agreement not-to-exceed amount of \$310,000 is increased by \$100,000 to a new total not-to-exceed amount of \$410,000.**
3. Pricing Exhibit B: Budget is replaced and updated per new Exhibit/Attachment B: Budget, attached to and incorporated by reference.

All other terms and conditions of the Grant Agreement remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

CONTRACTOR

Authorized Signature

Date

Joy Alise Davis, Executive Director
Printed Name and Title

Address: PO Box 11869
Portland, OR 97211

Phone: (503) 764-9019

Email: joyalise@imageineblack.org

Prepared by: Kathryn Hartinger, City Planner, ADAP Project Manager

Sent to: Joy Alise Davis at joyalise@imageineblack.org

[This page reserved for City of Portland signatures]

Contract No. 32002083

Amendment No. 2

Contract Description: Anti-displacement and equitable development strategies

CITY OF PORTLAND SIGNATURES:

By: Bureau Director Date:

By: N/A Date:
Chief Procurement Officer

By: N/A Date:
Elected Official

Approved:

By: N/A Date:
Office of City Auditor

By: Date:
Office of City Attorney

ATTACHMENT B: Budget

Revenue	\$310,000.00 <u>\$410,000.00</u>
Personnel	
ADPDX Organizers: salaries & wages, insurance, fringe benefits, payroll taxes, training (40 hours a week)	\$180,000.00 <u>\$270,000.00</u>
ADPDX Organizer: travel	\$1,000.00
Expenses	
Sub-grants to member/partner orgs	\$60,000.00
Support for Coalition/BPS Workshop series and events: facilitation, planning and engagement, technical expertise, subject matter expertise, travel and meeting expenses, interpretation and translation services, etc.	\$28,200.00
Program: Activities and events: including childcare, supplies, travel and meeting expenses, interpretation and translation services, event venue rentals, etc.	\$9,800.00
Admin	
Administrative expenses: including reporting, accounting, insurance and human resource.	\$15,500.00 <u>\$20,500.00</u>
Administrative expenses: including utilities, IT/telecommunications, Computer hardware, office space security and office space expense.	\$15,500.00 <u>\$20,500.00</u>
Total Personnel expenses	\$181,000.00 <u>\$271,000.00</u>
Total expenses	\$98,000.00
Total admin fee expenses	\$31,000.00 <u>\$41,000.00</u>
Total Expenses	\$310,000.00 <u>\$410,000.00</u>