

#### GRANT AGREEMENT No. 32002513

#### FOR

#### NEIGHBORHOODS WEST/NORTHWEST REVIEW BOARD DISTRICT COALITION PROGRAM

As authorized by Ordinance No. 190449 this Grant Agreement ("Agreement") is made effective on July 1, 2021 ("Effective Date") by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, and Neighborhoods West/Northwest Review Board ("Grantee"), an organization of the State of Oregon by and through their duly authorized representatives. This Agreement may refer to the City and Grantee individually as a "Party" or jointly as the "Parties".

The total not-to-exceed amount under this Agreement shall be \$314,754 for core program operations including \$30,620 for the Neighborhood Small Grants program.

The initial term of this Agreement implementation shall be for Fiscal Year 2021-2022 (ending June 30, 2022) with the reporting period on the Neighborhood Small Grant program through February 28, 2023. Thus, the Effective (end) Date of this Agreement is set February 28, 2023.

#### **RECITALS:**

- 1. The Office of Community & Civic Life ("Civic Life") mission is to promote a culture of civic engagement by connecting and supporting all Portlanders working together and with government to build inclusive, safe, and livable neighborhoods and communities. Civic Life grant programs foster its long-term goals:
  - a. **Inclusive Structures.** Modeling the inclusive practices and processes we seek to promote, we will partner with diverse, self-identifying communities to:
    - Champion institutional practices for inclusion and transformational change within government structures;
    - Increase community building and civic engagement opportunities for communities working toward equitable outcomes for all Portlanders.
  - b. <u>Adaptive Governance</u>. To realize more adaptive decision-making in community and government, we will:
    - Support inclusive cross-cultural, cross-issue organizing in community to reflect the ability of resilient communities to address complex, inter-connected issues;
    - Lead internal capacity development within City government, particularly as it pertains to engaging communities toward equitable outcomes;
    - Create and hold shared space where community and government join together to identify opportunities and address shared challenges;
    - Support communities in pursuing forms of governance that reflect their lived experience, values, and aspirations.
  - c. <u>Fulfilled and Empowered Portlanders</u>. A progressive change in culture of civic engagement is foundational to long-term systemic community building and government change. We will:

- Prioritize resources that support communities in building resilience both with and without their government;
- Practice equitable sharing of resources;
- Promote inclusive education, art, and play;
- Create an environment for respectful dialogue and problem solving that acknowledges our differences as we work toward shared goals.
- 2. The District Coalition is a Civic Life program. District Coalition Offices have been the sole contractors with the City of Portland for this program since 1974.
- 3. This Agreement shall comply with city policy ADM-4.03 Standards for Neighborhood Associations, District Coalitions, Business District Associations and the Office of Neighborhood Involvement.
- 4. This Agreement provides financial and limited staff resources from Civic Life to the recognized District Coalition Offices per City Code 3.96 to provide such services by which the people of City of Portland may effectively participate in civic affairs and work to improve the livability and character of their neighborhoods and the City.
- 5. Grantee is the neighborhood coalition representing seven Northwest and four Southwest Neighborhood Associations encompassing one of the most varied sections of Portland, where heavy industry, commerce, and a variety of residential communities coexist with large, pristine natural areas, and riparian habitats.
- 6. Grantee provides a forum for 11 boards to interact, share resources and complement each other's efforts. It offers a key channel to the city and elected officials to quickly disseminate the information to a wide range of neighbors.
- 7. In accordance with the Fiscal Year 2021-2022 Budget, the City now desires to make a grant award to Grantee in an amount not-to-exceed \$314,754. **THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

# ARTICLE I SCOPE OF WORK/OUTCOME MEASURES

Grantee agrees to implement the work as described in Attachment A (Scope of Work), Attachment B (Budget), which is incorporated by reference.

# ARTICLE II AGREEMENT PERIOD

The Agreement shall begin on the Effective Date and end upon the expiration date set forth on page one of this Agreement unless terminated or extended under the applicable Agreement provisions. Expenses incurred starting on Effective Date are eligible expenses for the grant funds reimbursement.

# ARTICLE III SPECIFIC CONDITIONS OF THE GRANT

III.1 <u>Publicity</u>. Civic Life requires public acknowledgement for the projects and programs it supports, as outlined in the terms and conditions of your award. Unless otherwise advised in writing, an acknowledgment of Civic Life support must appear on all materials publicizing or resulting from award activities in the form of a Policy Statement. Civic Life Logo and credit line should also be used in acknowledging its support whenever possible.

An acknowledgement must be included in any materials resulting from or related to grant award, such as articles, reports, advertisements, databases, web resources, events, fliers, other written documents, or publicity. The prominence of the acknowledgement should be in direct relationship to the level of funding provided for the project relative to other sources of funding. Where possible, Civic Life support will be mentioned in newspaper articles, radio interviews, and other media activities to extent related to Grantee's work.

- III.1.a Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- III.1.b Policy Statement: The acknowledgement of Civic Life 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, such as on building plaques.

III.1.c Credit Lines: A portion of the funding for the program/project comes from Civic Life:

"The [title of this project/program/web resource/database etc.] has been made possible in part by a grant from the City of Portland, Office of Community & Civic Life."

All funding for the program/project comes from Civic Life:

"The [title of this project/program] has been made possible through funding entirely by the City of Portland, Office of Community & Civic Life."

III.2 <u>City Grant Manager</u>. City hereby appoints the following Civic Life staff to act as its Project Manager with regard to this Agreement. City may, from time to time, designate another person to act as the City Project Manager and will inform Grantee in writing of any change in Project Manager.

> Shuk Arifdjanov City of Portland, Office of Community & Civic Life Address: 4747 E. Burnside Street, Portland, OR 97215 Phone: 503-823-5917 Email: <u>shuk.arifdjanov@portlandoregon.gov</u>

III.3 <u>Grantee Project Manager</u>. Grantee hereby appoints the following staff to act as its Project Manager with regard to this Agreement. Grantee may, from time to time, designate another person to act as the Grantee Project Manager and will inform City in writing of any change in Project Manager.

Mark Sieber Neighborhoods West/Northwest Review Board Address: 2257 NW Raleigh Street, Portland, OR 97210 Phone: 503-823-4288 Email: <u>coalition@nwnw.org</u>

- III.4 <u>Billings/Invoices/Payment</u>. The City Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this Agreement and to carry out all other City actions referred to herein in accordance with this Agreement.
- III.5 <u>Report</u>. Grantee will complete and submit to the City Grant Manager the following reports and documents:

III.5.a Annual Report: a program narrative Annual reporting, template included as

Attachment C, no later than 30 days after 30<sup>th</sup> day of June 2022.

III.5.b Neighborhood Small Grant program report: upon completion of the grant projects

and no later than February 28, 2023 grantee shall provide City with copies of visual documentation and evaluation reports completed by community grant recipients. Grantee shall include a cover memo confirming the completion of all grant projects.

#### ARTICLE IV PAYMENTS

- IV.1 City will fund the work described in Attachment A in an amount not-to-exceed \$314,754 for Fiscal Year 2021-2022. Of this amount, \$30,620 is for distribution as part of the Neighborhood Small Grants program. City may advance the Grantee up to one third of the full grant award value upon execution of this Agreement and receipt of a request. Grantee will submit quarterly invoices using Attachment D (Invoice/Request for Payment Template) and include itemized expenses report per approved budget (Attachment B) to the City Grant Manager for approval. Reported expenses will be charged against the advance. City will pay Grantee the amount of the invoice within 10 days of the invoice date. Payments will be made after City review and approval of Grantee's invoice and periodic progress reports using Attachment C, which is due on a twice-annual basis. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates. If Grantee received funds in advance which exceed actual expenditures under this Agreement, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.
- IV.2 If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required services, or take any actions required by the 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.
- IV.3 Grant payments under this Agreement may be used only to provide the services or take the actions listed in Attachment A and expenses listed on Attachment B and shall not be used for any other purpose. Any changes to the Scope of Work (Attachment A) and approved Budget (Attachment B) must be authorized in writing by the City Grant Manager before any expenditure of funds in new amounts or line items.
- IV.4 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.
- IV.5 <u>Prevailing wages</u>. 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.

IV.6 <u>Prevailing wage indemnity</u>. 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.

#### ARTICLE V GENERAL GRANT PROVISIONS

- V.1 <u>Cause for Termination; Cure</u>. 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 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
- V.2 <u>No Payment or Further Services Authorized During Cure Period</u>. 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.
- V.3 <u>Termination for Cause</u>. 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.
- V.4 <u>Penalty for Termination for Cause</u>. 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.
- V.5 <u>Termination by Agreement or for Convenience of City</u>. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon 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.

- V.6 <u>Changes in Anticipated Services</u>. 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.
- V.7 <u>Amendment</u>. The City 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.
- V.8 <u>Non-discrimination; Civil Rights</u>. 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, disability status, familial status, sexual orientation, gender identity or expression, or national origin. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Grantee shall post in conspicuous places, available to employees and applicants for employment, notices, which 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 section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- V.9 <u>Maintenance of and Access to Records</u>. Grantee shall maintain all books, vendor receipts, and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries and benefits, 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 related to the fund opportunity, for four years after City makes final grant payment or the termination date of this Agreement, whichever is later. The City may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- V.10 <u>Audit</u>. City, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or Grantee records at any time during this Agreement and during the four-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.

- V.11 <u>Indemnification</u>. Grantee shall hold harmless, defend, and indemnify City, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of Grantee and/or its contractors in the performance of this Agreement.
- V.12 <u>Insurance</u>. 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. Grantee shall not commence work until Grantee has met the insurance requirements in this section and Grantee has provided insurance certificates approved by the City Attorney. Grantee shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
  - V.12.a <u>Insurance Certificate</u>. As evidence of the required insurance coverage, Grantee shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Agreement. The certificates shall list the City as certificate holder. Grantee shall maintain continuous, uninterrupted coverage for the Term of this Agreement and to provide insurance certificates demonstrating the required coverage for the Term of this Agreement. Grantee's failure to maintain insurance as required by this Agreement constitutes a Material Breach of this Agreement. Grantee must notify the City in writing 30-calendar days prior to a cancellation, non-renewal, or changes to the insurance policy.
  - V.12.b <u>Additional Insured</u>. For commercial general liability coverage, Grantee shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents, and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
  - V.12.c <u>Insurance Costs</u>. Grantee shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.
  - V.12.d <u>Coverage Requirements</u>. Grantee shall comply with the following insurance requirements:
    - V.12.d.1 <u>Commercial General Liability</u>. Grantee shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than **\$2 million per occurrence** for damage to property or personal injury arising from Grantee's work under this Agreement.
      ☑ Required and attached
      ☑ Reduced by Authorized Bureau Director
      ☑ Waived by Authorized Bureau Director
    - V.12.d.2 <u>Automobile Liability</u>. Grantee shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than **\$2 million for each accident**. Grantee's insurance must cover damages or injuries arising out Grantee's use of any vehicle.

Required and attached

Reduced by Authorized Bureau Director

Waived by Authorized Bureau Director

- V.12.d.3 <u>Workers' Compensation</u>. Grantee shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Grantee is required by ORS Chapter 656 to carry workers' compensation insurance, Grantee shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Agreement. Grantee shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.
  - Required and attached
  - Reduced by Authorized Bureau Director
  - Proof of exemption (Complete Independent Certification Statement)

V.12.d.4 Physical abuse and sexual molestation liability. Grantee shall acquire and keep in effect during the term of this Agreement, Physical abuse and sexual molestation liability insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the City covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than **\$ 1 million per occurrence**. Any annual aggregate limit shall not be less than \$3 million. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

Required and attached

Waived by Authorized Bureau Director

- V.13 <u>Grantee's Contractor; Non-Assignment</u>. 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.
- V.14 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. Grantee will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

- V.15 <u>Conflict of Interest</u>. No City officer or employee, during his, her, or their tenure or for two years thereafter, shall have any interest, direct or indirect, in 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.
- V.16 <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between City and Grantee arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- V.17 <u>Compliance with Law</u>. 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 Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by City to be eligible to receive grant funds.
- V.18 <u>Independent Financial Audits/Reviews</u>. 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. One copy of all required financial audits or reviews shall be submitted to the City Grant Manager within 30 days of audit completion or upon request by the City Grant Manager.
- V.19 <u>Severability</u>. City and Grantee 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.
- V.20 <u>Merger</u>. This Agreement contains the entire agreement between 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 Agreement that are not contained herein.
- V.21 <u>Program and Fiscal Monitoring</u>. 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 City 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.22 <u>Third Party Beneficiaries</u>. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V.23 <u>Electronic Transaction; Counterparts</u>. 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.
- V.24 NOTICE: All notices to, and other written communication between the Parties shall be deemed received five-business days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on Article III.2 and III.3 of the Agreement, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within 30-calendar days.
- V.25 <u>Termination or amendment by failure to receive adequate funding</u>. The City may terminate or amend these grants if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its administrative discretion, to continue to make payments for the performance of this Agreement.

**GRANTEE** 6/29/10Z) Authorized Signature

Mark Sieber – Executive Director

Address: 2257 NW Raleigh Street, Portland, OR 97210.

Phone: 503-823-4288

Email: <u>coalition@nwnw.org</u>



# CITY OF PORTLAND, OREGON

Contract No.	32002513

Contract Description: FY21/22 NWNW COALITION OFFICE

# **CITY OF PORTLAND SIGNATURES:**

A	Date: 07/13/2021
Bureau Director	
N/A	Date:
Purchasing Agent	
N/A Elected Official	Date:
oved:	
AR&	Date: 07/15/2021
Office of the City Auditor	

Approved as to Form:

By:

Am Jaka

Office of City Attorney

Date: 07/13/2021

# ATTACHMENT A: SCOPE OF WORK & EXPECTED OUTCOMES (No more than 6 pages)

District coalition offices will provide assistance to individuals, community groups, and neighborhood associations in all the action areas in this Agreement.

District coalition offices engage and provide services to individuals and community groups, including those historically under-represented and under-served by city funded public involvement programs. These communities include but are not limited to: Black, Indigenous, People of Color (BIPOC), immigrants and refugees, low-income individuals and families, renters, young adults, people with disabilities, and lesbian, gay, bisexual, transgender, and queer identifying community members.

# ACTIVITIES & DELIVERABLES

#### OUTREACH AND COMMUNICATION

- Support communications, collaboration, and connections among community organizations, including Neighborhood Associations, community members, and the City and other government entities.
- Provide communication technical assistance, skill building opportunities and resources to community groups to build their communications capacity and conduct strategic and effective communications.
- Disseminate information about community organizations, Neighborhood Association and District Coalition activities, City public involvement opportunities, and recruitment efforts for community volunteers for City Boards, Commissions, advisory committees, and task forces and other neighborhood issues of importance to individual community members, Neighborhood Associations, and public and private agencies and groups in the District Coalition area.
- Publicize the dates, times and locations of meetings, community events, civic engagement opportunities and other related activities in the community.
- Maintain a District Coalition website.
- Provide regular (electronic or paper) communication to the community.
- Maintain a current calendar of events that publicizes dates, times, and locations of District Coalition meetings and events.
- Provide regular updates to Civic Life of names and contact information for District Coalition staff and board chair and Neighborhood Association board officers and committee chairs. Update the Neighborhood Association Directory with these new contacts.

#### Metrics

• Publish a minimum of twenty electronic newsletters, maintaining at least a 20% open rate. Publish four printed newsletters and announcements.

# **ORGANIZATIONAL SUPPORT**

Support Neighborhood Associations and community groups in developing and implementing projects and activities that benefit the community. This support includes (list all that apply):

- Assist organizational planning, policy development, event planning, leadership training, and technical assistance related to neighborhood livability, safety, economic vitality and other public policy issues or projects identified by Neighborhood Associations.
- Neighborhood Association and coalition activities.
- Incubation of community-driven initiatives that have a community-wide impact by providing staff planning, outreach and organizational bridging support, and meeting and document administration.
- Assistance to Neighborhood Associations with limited reproduction and distribution of print and/or electronic newsletters, meeting notices and minutes.
- Provide financial support for web domains and web hosting.
- Provide support to maintain a web presence.
- Obtaining General Liability and Directors and Officers insurance coverage for the coalition governing board and organization.
- Offer General Liability and Directors and Officers insurance coverage to Neighborhood Associations.
- Provide information and guidance on Risk Management to the coalition and Neighborhood Associations.
- Provide accounting services to Neighborhood Associations
- Assist Neighborhood Associations with Federal, State, and local registrations renewals and reports.
- Develop a Community Fiscal Sponsorship Program and Policies

#### Metrics

- Establish at least one fiscal sponsorship relationship with a community group.
- Meet deadlines for required filings.
- All domain and hosting packages will be kept current.
- Seek to maintain overall satisfaction with support services.

# TRAINING AND SKILL BUILDING

Our ongoing educational program supports neighborhood and community volunteers in building personal and organizational capacity in support of community involvement, as per the goal of Fulfilled and Empowered Portlanders.

- Develop and offer leadership and skill-building opportunities that benefit the community.
- Provide tools, methods and best practices to assist community partners/community groups in increasing:
  - General community involvement in their activities, including outreach, and recruitment and retention of new members and leaders; and
  - Involvement by members of under-engaged groups in their activities and leadership.
  - Offer board orientation for coalition board members.
  - Offer board orientation for neighborhood association board members.
  - Offer educational trainings to assist neighborhood associations, community groups and the general public on such topics as organizational management, communication, outreach, diversity and cultural competence

#### Metrics

• Design and facilitate 2+ board orientations for new and returning neighborhood board members

- Collaborate with fellow Portland neighborhood coalitions to provide ongoing board education for coalition board members
- Design and launch bimonthly civic engagement skill-building workshop series highlighting neighborhood strengths and successes
- Provide one-on-one technical training for communications and technology

# **Building Diverse Communities**

The Building Diverse Communities Program Goals are to empower neighborhood association volunteers and community members to build the knowledge and skills required to develop and maintain ongoing relationships with a diverse group of community partners; to expand the program's reach to uninvolved populations, to assist individuals to be the change they want to see in their communities, and to amplify overlooked and underserved voices.

# Activities include:

- Facilitate monthly roundtables on diversity, equity, and inclusion (DEI) topics
- Provide monthly in-house inclusivity workshops building DEI comprehension and active bystander skills
- Partner with external organizations to provide workshops on specific issues affecting underrepresented and marginalized Portlanders
- Provide one-on-one support for individuals seeking to promote these values in their communities

# Metrics

- Offer 20 small roundtable discussions
- Provide 10 in-house workshops
- Develop two new partnerships with under engaged groups

# DOCUMENT MANAGEMENT

- Collect and archive appropriate Neighborhood Association and District Coalition documents.
- Assist member Neighborhood Associations, as requested, with tracking deadlines, completing, and filing of annual reports with the Oregon Secretary of State, Corporation Division, the Oregon State Department of Justice, and the IRS.
- Deliver to Civic Life copies of updated District Coalition and Neighborhood Association bylaws, articles of incorporation, and records of tax-exempt status as provided to the coalition office.
- Archive Neighborhood Associations and District Coalition records for specific types of records for a specific period, depending on the type of record, as required by the ONI Standards, State and Federal regulations and currently acceptable best practices, as set forth in the coalition's document management and retention policies

# Metric

• All current bylaws will be provided to the city.

# OFFICE

• Maintain an office within the District Coalition Office area that can accommodate the district staff and that is open and accessible to the community with reasonably accessible, safe, and healthy workspaces.

### COMMUNITY SMALL GRANTS PROGRAM

Our Community Small Grants Program is our strongest tool for supporting Inclusive Structures and Fulfilled and Empowered Portlanders as identified in the Recitals.

This program assists members of our community by providing direct financial support through partnerships among neighborhood, business, and community-based organizations. Priority is given to projects that engage historically under-represented and under-served communities. Grants support projects which engage and benefit community members in the Neighbors West-Northwest area.

These funds leverage a wide range of community volunteer activities. There are 4 pathways to apply for a Small Grant:

- Community Building Event
- Communication Project
- Neighborhood Care, Cleanup or Resiliency Project or Event
- Civic Engagement or Social Justice-Focused Project

#### **Program Structure and Activities**

- Design, launch and administer a grant program to support community building activities in the coalition area.
- Convene and oversee a grant review committee responsible for evaluation of applications and making a funding recommendation to the NWNW Board.
- Applications will be due in July and January for projects being completed within the fiscal year.
- Manage grant reimbursement requests and reporting requirements.
- Program goals for the Community Small Grants are as follows: increase the number and diversity of people engaged in our communities; support local organizations' efforts to expand leadership capacity and partnerships and reach internal equity goals; amplify overlooked voices and increase public influence on decision making; support community preparedness and resiliency building efforts; expand local capacity to care for the physical environment.

#### Metrics

- Track the types of organizations/groups applying for a Small Grant. Success in this area will show a variety of different groups applying. *A 50/50 split of neighborhood associations to community groups would be the best outcome*.
- Grants awarded to at least 1 from each of the 4 categories.
- Reach at least 1 or 2 new groups during each grant cycle, which also typically means a new or unique project idea.
- The ultimate success for Small Grants is that all of the allotted funding gets out into the community. While we cannot guarantee that each project goes as planned, we can provide extra support to ensure that the grant requirements do not become a detriment to the project, and we offer additional administrative assistance when possible.

# ATTACHMENT B: BUDGET

	NWNW FY21-22 Bud	lget
Category	2021-2022 Budget	NOTES for 21-22
	REVENUE	
Contributed Income		
Individual Contributions	\$50	Direct donations
Corporate Contributions	\$80	Kroger
Foundation/Trust Grants	\$0	
Grant Revenue	\$0	
Civic Life Rollover	\$0	
Civic Life Base Grant	\$284,134	
Civic Life Small Grants	\$30,620	
Other Government Grants	\$0	
Watershed Resource Center	\$70,000	From BES
Stormwater Stars	\$31,428	From WMSWCD
Earned Income		
Miscellaneous Earned Income	\$6,225	Admin Fees
Interest Revenue	\$475	
Miscellaneous Income	\$0	
Total Non-Civic Life Income	\$138,878	
TOTAL REVENUE	\$423,012	Includes Budget Neutral Lines 11, 13 & 14
	NWNW FY21-22 OCCL	
Category	2021-2022 Budget	Notes
-	EXPENSE	
Payroll Expense		
Salaries & Wages	\$170,056	\$170,056 includes value of Health Ins adjusted for pretax and retirement, 1 FTE
Wage Adjustments	\$12,000	ED adjustment, 3.5% wage/bonus
Employee Benefits Retirement	\$5,462	Equal to 3% Wages

Employee Benefits- Health Insurance	\$11,304	Actual to Provider 2 FTE, see line 25. Need to review plans in July/August
Payroll Taxes	\$18,206	10%
Workers Comp	\$371	
Professional Services		_
Bookkeeping &	\$6,300	3 month prepay
Accounting		
Tax Accounting	\$1,800	Contracted
Payroll Service Fees	\$4,800	Service Fees \$3,540 + Retirement Fee \$1,260
Other Professional Fees	\$14,500	Strategic Planning, IT , Maintenance
Occupancy		
Rent	\$12,462	5 month prepay
Telephone & Internet	\$2,525	Comcast \$1,001, Phone \$1,524
Equipment Rental & Maintenance	\$425	Water Cooler
Materials & Supplies		-
Hospitality	\$1,200	
Supplies	\$1,211	
Newsletter Printing & Delivery	\$4,000	4 1-page plus add'l as needed
Printing & Copying	\$600	Copier Lease
Postage & Shipping	\$100	
Dues and Subscriptions	\$643	Adobe \$360, NAO \$215, A-Frame Permit \$68
Electronic Communications	\$1,290	Calendar Wiz \$249, Microsoft \$600, ZOOM \$150, SimpleList \$300
Web Hosting, Development & Domains	\$1,980	Domains are paid ahead serveral years. Webhosting \$180, Security \$1,800.
Non-Capital Equipment	\$3,500	2 Computers etc. + Remote Meeting Equipment
Other Expenses		
Bank Charges & Credit	\$500	
Corporation Filing Fees	\$1,400	Oregon annual corporation fees plus IRS & CT-12 fees
Insurance-D&O	\$0	Covers Neighborhoods and NWNW
Insurance-Prop & Liab & Liquor	\$0	Covers Neighborhoods and NWNW
Capacity Building	\$6,000	Community & Board Trainings

Travel & Mileage/ Personal Equipment	\$1,500	Per Employee: \$200 Milage/Travel, \$300 use of personal equipment
NWNW Community Small Grants Program	\$30,620	Balances Line 11
Westside Watershed Center	\$70,000	Balances Line 12; Includes payroll and benefits separately from Civic Life \$
Stormwater Stars	\$31,428	Balances Line 13; Includes payroll and benefits separately from Civic Life \$
Operational Expense	\$284,134	
Civic Life BALANCE	\$ (0)	

#### ATTACHMENT C:

	<b>Progress Report:</b>	□PARTIAL	□FINAL
Grant Agreement			
Grantee Organization Name			
Project Title			
Fiscal Year			
Overall Project St	tatus »		
Overall Grant Program Purpose			
Project Summary	[Describe grant project]		
Successes	[Briefly, what were your goals and project so far? Is there a story you public? Photos, graphics, and vide may be used on the website; please use.]	would like to share with os are encouraged! Any p	Council and the pictures submitted
Challenges	[Briefly, describe any challenges e your organization has, or plans, to		
Project Status Narrative	[Describe project progress during news, overall project status, milest evaluations, data collected, and ar the project you would like to share <b>Scope of Work of this Agreement</b>	tones accomplished, recru ny additional comments or e <mark>. Please report on all 6 a</mark>	itment strategies, • documents about
Diversity, Equity & Inclusion	[How has your organization imple diversity, equity, and inclusion for organization or community? Pleas related metrics.	your program or project	within your
Next Steps	<i>[What are the next steps for this p</i>	roiect and vour organizati	on? Capacity

	Building, Sustainability]			
Project Finances	Awarded:	\$ [Insert total funds awarded by City]	Grant Expenditure to Date	\$ [Insert grant expenses incurred to date and submit with the expenditure report***]

Specific Project Metrics »		
Success measures	[Please report on any appliable metrics]	

# Board, Staff, and Volunteer Demographics » [See attached demographic info collection form]

	Percentage of organization's Board of Directors	Percentage of organization's staff	Percentage of organization's current volunteers
African American/Black			
Latinx/Hispanic			
Asian			
Pacific Islander			
American Indian/Alaska Native			
Middle Eastern/North African			
White			
Unknown race			
Individuals under 24			
People Living with Disabilities			
LGBTQ+			
Renters			

<b>Certification:</b> By signing this report, I certify that it is knowledge. <i>Typed or printed name and title:</i>	s true, comple	te, and accurate to the best of my
Name:		
Signature:		Date:
	_	
Telephone:		
Email Address:		
Date report submitted (month, day, year)		

# 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 Office of Community & Civic Life 1120 SW 5<sup>th</sup> Ave, Room 110 Portland, Ave 97204

Grantee	
Address	
City, State	Zip Code

Project name		
<b>Expenses</b> period	through	
<b>Invoice Number</b>		

Expenses	Item Description	Total FY 2020- 21 Civic Life Budget	Agreement Year to Date Expenses	Remaining Budget	Current Amount Invoiced
Administrative costs					

	Total Expenses		\$	\$ 0.00
			Net amount due	\$
Prepared by:				
Signature:		Date:		

NOTE: Please attach itemized expense report and/or payroll report per approved budget to this invoice.