

CITY OF PORTLAND

GRANT AGREEMENT No. 32003494

FOR

DISTRICT 3 THROUGH NEIGHBORHOOD OUTREACH & SUPPORT PROGRAM

As authorized by Ordinance No. 191828, this Grant Agreement (Agreement) is made effective on 7/1/24 (Effective Date) by and between the City of Portland (City), a municipal corporation of the State of Oregon, and Southeast Uplift Neighborhood Program, Inc., (Grantee), a nonprofit corporation 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 initial term of this Agreement shall be from the Effective Date through the Expiration Date of February 28, 2026, with annual reporting for core program operations funding due no later than July 30, 2025 for fiscal year 2024-2025, and Small Grants & Event Sponsorships Program reporting due no later than February 28, 2026.

The total not-to-exceed amount under this Agreement for the initial term shall be \$503,566 with \$459,632 for core program operations and support, and \$43,934 for Small Grants & Event Sponsorships.

RECITALS:

- 1. The City adopted budget for Fiscal Year 2024-2025 communicates the Civic Life mission and goals. The 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. <u>Inclusive Structures</u>. 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 infrastructure for communities working toward equitable outcomes for all.
 - b. <u>Adaptive Governance</u>. The City's practices, policies and structure will better reflect communities when we can acknowledge that we do not all share and yet we can collectively benefit from each other's views. More adaptive governance is a crucial contributor to a City in which its members share its benefits and burdens more equitably. To realize more adaptive decision-making in community and government, we will:
 - Support inclusive cross-cultural, cross-issue organizing in communities 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 solve 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 the 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;
 - Ensure 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 Neighborhood Outreach & Support Program 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, established in 1968, has been building grassroots civic engagement.
- 6. Grantee's mission is to collaborate with District 3 community to build informed, inclusive, and participatory neighborhoods that support the social and ecological wellbeing.
- 7. In accordance with the Fiscal Year 2024-2025 Budget, the City now desires to make a grant award to Grantee.

THEREFORE, in consideration of the mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1 SCOPE OF WORK, EXPECTED OUTCOMES AND PAYMENT SCHEDULE

Grantee agrees to implement the work as described in Attachment A Scope of Work, Expected Outcomes and Payment Schedule, within the budget described in Attachment B Budget. Attachment A and Attachment B are incorporated by reference.

ARTICLE 2 AGREEMENT PERIOD

The Agreement shall begin on the Effective Date and end upon the expiration date of 2/28/26 unless terminated or extended under the applicable Agreement provisions. Expenses incurred starting on Effective Date are eligible expenses for the grant funds reimbursement.

ARTICLE 3 SPECIFIC CONDITIONS OF THE GRANT

3.1 <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.

- 3.1.1 Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.
- 3.1.2 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.
- 3.1.3 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."
- 3.2 <u>City Grant Manager</u>. City hereby appoints the following Civic Life staff to act as its City Grant Manager with regard to this Agreement. City may, from time to time, designate another person to act as the City Grant Manager and will inform Grantee in writing of any change in the Grant Manager.

KIMBERELY DIXON

Address: 1120 SW 5TH AVE Ste 114, PORTLAND, OR 97204

Phone: 503-823-5917

Email: Kimberely.A.Dixon@portlandoregon.gov

3.3 <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.

NANCI CHAMPLIN

Southeast Uplift Neighborhood Program

Address: 3534 SE Main Street, Portland, OR 97214

Phone: 503-232-0010 Email: Nanci@seuplift.org

- 3.4 <u>Billings/Invoices/Payment</u>. The City Grant Manager is authorized to accept, approve or recommend approval for work, billings, and invoices submitted pursuant to this Agreement and to carry out all other City actions referred to in this Agreement.
- 3.5 <u>Report</u>. Grantee will complete and submit to the City Grant Manager the following periodic progress reports:
 - 3.5.1 **Base Grant Funding Report**: a program narrative covering base grant activities as outlined in the scope of work, using an additional column in the scope of work for "Outcomes". Partial report due quarterly. Final report due no later than July 30, 2025.
 - 3.5.2 **Small Grants & Event Sponsorships Program report:** upon completion of the grant projects and no later than February 28, 2026, grantee shall provide City with copies of visual documentation when culturally appropriate, and a summary of evaluation reports completed by grantee. Grantee shall include a cover memo confirming the completion of all grant projects.

4 PAYMENTS

4.1 City will fund the work described in Attachment A in an amount not to exceed \$503,566 for fiscal year 2024-2025. Of this amount, (1) \$459,632 is for core program operations and support, (2) \$43,934 is for distribution as part of the Small Grants & Event Sponsorships Program.

FY 2024- 25 District 3		Funding Source	Value	Advance Eligible
Core Program	Base Grants	On-going	\$395,402	\$130,483
Operations &	Redistrict Insurance	One-time	\$38,538	\$0
Support Related Expenses				
	Charter Reform	One-time	\$25,692	\$0
	Support			
Small Grants & Event Sponsorships Program On-		On-going	\$43,934	\$43,934
Total		\$503,566	\$174,417	

City may advance the Grantee up to \$130,483, one-third of the \$459,632, for core program operations and support, and up to the full value of \$43,934 for the Small Grants & Event Sponsorships Program 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 30 days of the invoice date. Payments will be made after City review and approval of Grantee's invoice and transaction reports, which is due on a quarterly 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.

- 4.2 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.
- 4.3 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 in an amendment before any expenditure of funds in new amounts or line items.
- 4.4 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.
- 4.5 <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.
- 4.6 <u>Prevailing wage indemnity</u>. Grantee shall indemnify, defend and hold harmless the 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 Oregon Revised Statutes 279C.800 to 279C.870 and any applicable administrative rules or policies.

5 GENERAL GRANT PROVISIONS

- 5.1 <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.
- 5.2 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.
- 5.3 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.
- 5.4 Non-exclusive Remedy 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.
- 5.5 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 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.
- 5.6 <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.
- 5.7 <u>Amendment</u>. Amendments to this Agreement, including any increase or decrease in the grant amount or changes to the Scope of Work or Budget, must be in writing, approved to form by the City Attorney and executed by the authorized representatives of the Parties.
- 5.8 Respectful Workplace Behavior; Non-discrimination; Civil Rights. The City is committed to a respectful work environment free of harassment, discrimination and retaliation and other inappropriate conduct. Each individual has a right to a work in a professional atmosphere where all individuals are treated with respect and dignity. The City's Human Resources Administrative Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City. Grantee shall comply with HRAR 2.02 Prohibition Against Workplace Harassment, Discrimination and Retaliation as further described at: https://www.portlandoregon.gov/citycode/article/12121 (or as maintained in the Auditor's Office Portland Policy Documents).

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 will comply with applicable sections of U.S. Executive Order 11246 Equal Employment Opportunity.

- 5.9 <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 six 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.
- 5.10 <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 in section 5.9 Maintenance of and Access to Records. 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.
- 5.11 <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 or its contractors in the performance of this Agreement.
- 5.12 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. 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.
 - 5.12.1 <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 thirty (30) calendar days prior to a cancellation, non-renewal, or changes to the insurance policy.

- 5.12.2 <u>Additional Insureds</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.
- 5.12.3 <u>Insurance Costs</u>. Grantee shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance. Insurance costs only qualify as acceptable expenses when predicted on budget as *pro rata* cost with a disclosed and approved the allocation method by the City Grant Manager.
- 5.12.4 <u>Coverage Requirements</u>. Grantee shall comply with the following insurance requirements:

5.12.4.1 Commercial General Liability. 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
5.12.4.2 Automobile Liability. 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
5.12.4.3 Workers' Compensation. 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 Proof of exemption (Complete Independent Certification Statement)

5.12.4.4 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

- 5.13 <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.
- 5.14 <u>Independent Contractor Status</u>. 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.
- 5.15 <u>Conflict of Interest</u>. No City officer or employee, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. City officers or employees 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 a waiver is obtained from the City in writing.
- 5.16 Oregon Laws and Forum. 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.
- 5.17 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 Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by City to be eligible to receive grant funds.
- 5.18 Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain, submit and retain 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, submit and retain 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.

- 5.19 Severability. 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.
- 5.20 <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
- 5.21 <u>Program and Fiscal Monitoring</u>. City shall monitor on an as-needed basis to ensure 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.
- 5.22 <u>Third Party Beneficiaries</u>. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- 5.23 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.
- 5.24 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 in Article 3.2 and 3.3 of this 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.
- 5.25 <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.

Grant Agreement: 32003494

Grant Agreement Title: **DISTRICT 3 THROUGH NEIGHBORHOOD OUTREACH & SUPPORT PROGRAM**

GRANTEE

Authorized Signature Name and Title

08/28/2024

Date

Address: 3534 SE Main Portland Or 97214

Phone: 503-232-0010

Email: Nanci@seuliftorg



CITY OF PORTLAND, OREGON

Contra	act No. 32003494	4		
Contra	act Description:	DISTRICT 3 NEIGHBORHOOD SUPPO	RT & OUTRE	ACH
CITY	OF PORTLA	AND SIGNATURES:		
By:	Mati		Date:	09/11/2024
	Bureau Director	r		
By:	N/A		Date:	
	Purchasing Age	nt		
D				
By:	N/A Elected Official		Date:	
Appro	ved:			
By:			Date:	09/12/2024
	Office of the Cit	ty Auditor		
Appro	ved as to Form:			
By:	AH.		Date:	09/09/2024
	Office of City A	ttorney		

ATTACHMENT A SCOPE OF WORK, EXPECTED OUTCOMES AND PAYMENT SCHEDULE



Building informed, inclusive, and participatory neighborhoods since 1968.

SCOPE OF WORK | FISCAL YEAR 2024-25

CIVIC ENGAGEMENT

Goal: Create and support opportunities within the district for engagement that share information, build and maintain partnerships, and promote collaborations in equitable and accessible ways.

Building and Maintaining Partnerships 1. Improve economic vibrancy in the district by: a) Hosting a Portland Indigenous Marketplace pop-up market in the SI Uplift's Outdoor Plaza to coincide with the Hawthorne Street Fair. b) Promoting the quarterly Portland Night Market in the Central Eastside that showcases local food, culture, retail, drinks and musical vendors. c) Promoting and participating in local street fairs hosted by Business District Associations. d) Collaborating with Neighborhood Associations on a guide for hosting a Neighborhood-wide Yard Sale to build community and raise funds to support neighborhood activities. 2. Improve the safety and livability of district neighborhoods by: a) Partnering with Business District Associations, Neighborhood Associations, and community-based organizations to engage the public in quarterly community trash and graffiti clean-up events. b) Participating in Problem Solver meetings in District 3 to stay informed and direct attention to hot spots needing City attention. 3. Attend at least 50 Neighborhood Association meetings to share
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 information, learn about their activities, and support neighborhood elections as needed. 4. Attend at least 5 events hosted by our grantees or fiscally-sponsored organizations. 5. Collaborate on exhibitions at SEUL that feature art from people with marginalized identities (e.g. art by incarcerated individuals via a partnership with PDX Defense Fund).

Convenings 1. Work with City of Portland's Transition Team to host 1-2 ranked-choice voting mock elections on the RankedVote online platform to be run and completed by Q2 FY24-25. 2. Host 2 community education presentations from November 2024 to June 2025 that give community members foundational information on their new form of government. 3. Convene at least six district-wide meetings for each of our community committees that feature subject matter experts, build partnerships with other groups, and inform district stakeholders about engagement opportunities: a. Land Use & Transportation Committee b. Houseless Action Committee c. Climate Justice Action Committee d. Civic Engagement Committee 4. Host a series of candidate forums with partners that engage and educate District 3 City Council candidates and the public on: a. Transportation decarbonization, safety and policy matters b. Housing and houselessness matters summit c. Climate, parks and other environmental matters d. Inclusive civic engagement best practices and opportunities for establishing council-constituent connections Mandated Notifications --1. Receive required Neighborhood Notifications and state documents such as Land Use Reviews, Accessory Short-Term Rentals, Tree Comply with applicable requirements of Oregon's Removals, Original Art Mural Permits, Demolition Notices, Statewide Land Use Planning Administrative Rules and Legislative Policy Process Notices per Goals to foster transparency City code. and public involvement in 2. Maintain the district coalition's partnership with City bureaus to assist decision-making processes. with development of meaningful, accessible, and equitable community involvement in planning and investment decisions as mandated by the

IN-DISTRICT CAPACITY BUILDING

Goal: Build the capacity of community members and volunteer-led groups, including historically underserved organizations, via fiscal sponsorship services and skill-building opportunities.

priorities for safety and livability.

3. Engage the community in long-range planning initiatives based on district

City's Comprehensive Plan.

ACTIVITIES	DELIVERABLES

Trainings and Skill Building	 Provide stakeholders with guidance on how to complete required annual Oregon Department of Justice and Secretary of State filings for domestic nonprofits. Host/co-host at least 2 trainings identified by district stakeholders that promote best practices for volunteer-led groups in collaboration with other District Coalition Offices. Provide onboarding packets to equip volunteers in understanding their roles and responsibilities as a new neighborhood association board president, treasurer, secretary, at-large member, land use and transportation chair, or district coalition board representative. Replicate successful "Board Officer Roundtables" quarterly to promote knowledge sharing and skill-building among district Neighborhood Association board presidents and vice presidents, treasurers, and secretaries. Offer 4 district-wide land use education workshops for neighborhood Associations and community-based organizations that align with the City's planning framework and statewide land use goals: Planning Framework and Comprehensive Plan Overview Historical Context, Equity and Community Engagement Zoning and Code, PortlandMaps, MapApp, Recent Projects Area Plans, Planning in Your Neighborhood, Resources
Fiscal Sponsorship	 Provide orientation, technical support, and fiscal oversight to over 30 grassroots organizations through a robust and inclusive fiscal sponsorship program that models best practices endorsed by the National Network of Fiscal Sponsors. Fiscally sponsor 2 new organizations serving historically underrepresented communities. Update data collection methods during the fiscal sponsorship renewal process to better measure the program's impact. Onboard at least 5 more fiscally-sponsored organizations to our online fundraising platform to help them grow support for their cause.

COMMUNICATIONS

Goal: Generate and share out regular districtwide communications that publicize the dates, times and locations of meetings, community events, civic engagement opportunities, and other related information.

ACTIVITIES	DELIVERABLES

District Coalition Website	 Publish a District 3 map with links that help residents find their local Neighborhood Association, and identify and connect with their District 3 City Councilors. Maintain a meeting calendar for SE Uplift board and committee meetings, and the general and board meetings for district coalition Neighborhood Associations. Maintain the website as a clearinghouse of resources including tools, guides, training recordings, events, and technical support for nonprofit district stakeholders and residents. Continue refining the site menu and accessibility features to improve the user experience and ensure equitable access to site information.
E-newsletter/s	 Produce 10 e-newsletters to educate district residents and organizations on the city transition; promote SE Uplift and stakeholder meetings and events; and amplify opportunities to engage in city decision-making processes, events, and advisory groups. Produce a bi-monthly Hey, Neighbor! Flyer for District 3 neighborhood associations that features timely reminders, tools and tips, a meeting minutes submission portal, training opportunities, and spotlights district NA successes and best practices.
Social Media	 Amplify SE Uplift, city, and district stakeholder activities and cross- promote our e-news content. Engage with partners and other community organizations. Grow social media followers by 10%.
Other Forms of Print or Electronic Media	 Amplify the City of Portland's Transition Team "Summer of Civic Engagement" events and activities between 7/1 and 10/31, 2024. Promote SE Uplift's District 3 candidate forums in local newspapers. Maintain SE Uplift's outdoor kiosk at with relevant news and events.

OPERATIONAL SUPPORT

Goal: Support volunteer-led groups' compliance with regulations related to domestic nonprofit corporations. Ensure that City-recognized Neighborhood Associations (NAs) comply with the City's transparency standards, and that eligible NAs receive general liability insurance for their activities. Provide a safe and healthy indistrict workspace for district coalition staff that is open and accessible to the community.

ACTIVITIES DELIVERABLES

Document Archiving	 Collect and archive applicable NA and DCO meeting minutes Collect and deliver to Civic Life copies of updated District Coalition and NA bylaws, articles of incorporation, and records of tax-exempt status as provided to the coalition office. Collect and store NA election ballots for 60 days post-election.
Reporting	1. Ensure compliance with state requirements for domestic nonprofit corporations by assisting member NAs/SE Uplift's fiscally-sponsored organizations with tracking deadlines for filing annual reports with the Oregon Secretary of State Corporation Division and the Oregon State Department of Justice.
Insurance	 Provide General Liability and Directors & Officers insurance coverage to eligible Neighborhood Associations. Liaise with insurance broker to provide Certificates of Insurance to district Neighborhood Associations for their activities.
Maintain District Office	 Maintain an office in the district coalition area that accommodates district staff, and is accessible to the community with reasonably affordable, safe, and healthy meeting spaces. Provide low-cost office space to mission-aligned organizations; ensure that at least 80% are led by or support underserved communities. Provide free storage space to 3 community groups that provide aid and support to houseless folks and immigrants. Prioritize new building maintenance contracts with local minority- and women-owned businesses. Provide mailboxes for district Neighborhood Associations and tenants.
Logistical/Technical Support	 Provide and administer \$10k in non-competitive grants to district Neighborhood Associations for their communication efforts. Lend hybrid meeting technology to at least 5 community partners. Provide annual election support to at least 12 NAs to comply with ONI Standard practices for access and inclusion and compliance with NA bylaws. Create ballots, oversee voting process, independently tally results, and maintain records for 60 days post-election. Serve as a 1:1 resource and clearinghouse for stakeholder organizations to model transparency, accessibility, and fiscal best practices, navigate City resources, and comply with applicable rules and regulations.

COMMUNITY SMALL GRANTS

Goal: Design, facilitate and administer a Community Small Grants program that supports community-building activities within the district coalition area.

ACTIVITIES	DELIVERABLES
Design, promote, launch	 Collaborate and exchange ideas with other District Coalition Offices. Promote grant opportunity to the community with an emphasis on reaching 10 organizations from historically underserved communities. Host 2 pre-application webinars to make the program accessible to those without professional grant writing experience. Provide tips and explain requirements, scoring criteria, and decision-making processes. Provide coaching and grant application support to at least 2 organizations from historically underserved communities. Convene a 12-person volunteer Grant Review Committee to evaluate proposals using an equity lens. Refer the Committee's recommendations to the board for review and approval.
Award, administer, report	 Execute grant contracts. Monitor expenditures for grantees we fiscally sponsor. Provide technical support and guidance to grantees throughout the life cycle of their grant. Invite grantees to participate in SE Uplift's training and skill building workshops and events. Offer no-cost meeting space at SE Uplift to support grantees with planning and community organizing activities. Attend at least 5 grantee events throughout the year. Host a Grantee Mixer to celebrate grantee projects and build community among the cohort. Ensure grantees complete required grant reports. Produce and submit a final program report for Civic Life.

ATTACHMENT B BUDGET

SE Uplift FY 24-25 Organizational Budget

	,	
Operating Reve	nue	
	Donations Fiscal Sponsorship Fees SEUL Other Grant Revenue Interest Meeting Room Rent Misc. Income Office of Civic Life Grant Community Small Grants Tenant Rent	250 7,500 0 800 2,000 250 417,901 46,434 53,400
	Total Operating Revenue	\$528,535
Non-Operating		-2 046
	Funds from Unrestricted Reserve	52,816
	Total Non-Operating Revenue	\$ 52,816
Operating Expe	nses	
Personnel		205 204
	Salaries	305,391
	Benefits Payroll Taxes	57,000 30,539
	Payroll Fees	3,600
	Professional Development	2,000
	Cell Phone Stipend	1,980
	Total Personnel	400,510
Administrative	Bank Service Fees	100
	Copies (In-House)	1,200
	Internet/Email/Telephone	1,200
	Mileage & Travel	250
	Misc.	200
	Monthly Subscriptions	5,500
	Non-Capital Equipment	3,000
	Office Supplies	2,000
	Permits & Filing Fees	100
	Postage	200
	Printing	300
	Recognition	300
	Total Administrative	14,350
Insurance		
	Insurance	0

	Volunteer Accident Workers Comp Insurance Total Insurance	0 0 0
Utilities	Electricity Garbage & Recycling Natural Gas Water/Sewage Total Utilities	6,500 1,500 1,800 1,300 11,100
Building & Mair	Alarm System Equipment: Repairs & Rental Janitorial Services Landscape Expense Property Taxes Rent Expense Repairs & Maintenance Total Building & Maintenance	2,100 500 6,000 2,500 700 21,600 4,500 37,900
Contracted Serv	Accessibility Services Accounting/Financial Support Community Trainings/Events Professional Services Total Contracted Services	1,500 33,000 3,000 21,500 59,000
Other Program	Advertising Hospitality/Meeting Expenses NA Communications Funds Partner Support SEUL Grant Expenses Donation (Expense) Civic Eng. Leadership Academy Stakeholder Filing Fee Reimb Community Grants (Expense) Total Other Program Expenses	500 4,000 9,500 1,000 0 0 1,700 41,791 58,491
	Total Operating Expenses	\$581,351
	Net Income	\$ 0

ATTACHMENT B REPORTING FORM

	Progress Report:	□PARTIAL	□FINAL
Grant Agreement			
Grantee Organization Name			
Project Title			
Fiscal Year			
Overall Project S	Status »		
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 video may be used on the website; please	would like to share with os are encouraged! Any	h Council and the pictures submitted
Challenges	[Briefly, describe any challenges er your organization has, or plans, to		-
Project Status Narrative	[Describe project progress during a news, overall project status, milesto evaluations, data collected, and any the project you would like to share.	ones accomplished, reci y additional comments	ruitment strategies,
Next Steps	[What are the next steps for this pro	oject and your organiza	ttion?]
Policy Opportunities	[While conducting your work, has y policy change that would benefit the project? Please provide specific exc	e work or participants o	on your program or

				T	
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 1	Metrics »				
Success measures	[Please report on any appliable metrics]				
Participants Den	nographics » [See attached	demographic in	nfo form]	
Age	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:	Name:				
Signature:			Date:		
Telephone:					
Email Address:					
Date report submitt	ted (month day y	zear)			

DEMOGRAPHIC INFORMATION FORM

This program has been made possible through funding partially or entirely by the City of Portland, Office of Community & Civic Life. The City is committed to diversity, inclusion, and equity and uses this data to help ensure that programs are serving a broad cross-section of community members. Completion of this form is not required and is therefore completely voluntary. Data collected with this form should be submitted to the City Grant Manager as part of progress reports.

Wha	nat is your age?			
	Under 24 25-44 Over 65	5		
	25-44	not to disclose		
Whic	nich of the following describes your racial or eth	nnic identity? Please check all that apply.		
	American Indian/Alaska Native	Hispanic/Latinx		
	Asian	☐ Native Hawaiian or Pacific Islander		
	African American or Black	☐ White		
	Middle Eastern/Northern African	Unknown		
	Prefer not to disclose			
	Prefer to describe:			
Do y	you live with a disability or identify as a disabl	ed person?		
	Yes No	-		
If yes	res, please describe the nature of your disability Mobility (e.g., walking, climbing stairs)	. Please check all that apply.		
	7			
	☐ Visual (e.g., blind, low vision)			
	Deaf or hard-of-hearing			
	Cognitive (e.g., traumatic brain injury, learning disabilities)			
	Mental health (e.g., anxiety, PTSD)			
	Intellectual or developmental (e.g., Down synd	rome, fragile X syndrome)		
	Invisible (e.g., diabetes, HIV, cancer)			
	Prefer not to disclose			
	Prefer to describe:			

What is your gender? Please che	eck all that apply.	
Female		Male
Gender expansive (e.g., non	-binary, agender, gender	fluid)
Transfeminine		Transmasculine
☐ Two Spirit		Not sure or undecided
Prefer not to disclose		
Prefer to describe:		
What is your current employme	nt status?	
Employed, full-time	Employed, on call	Retired
Employed, part-time	Not employed	Disable
Prefer not to disclose		
Which best describes your curre	ent housing? Please che	ck all that apply.
Rent	Own	
Apartment	House	Duplex
Condo	Shelter	Mobile home
Van, boat	Houseless	Prefer not to disclose
Prefer to describe:		

ATTACHMENT C INVOICE/REQUEST FOR PAYMENT TEMPLATE

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

Southeast Uplift Neighborhood Program

3534 SE Main Street

Portland, OR

Invoice/Request for Payment

Zip Code

97214

To:KIMBERELY DIXON
City of Portland
Office of Community & Civic Life
1120 SW 5th Ave, Room 114
Portland, Ave 97204

Grantee Address

City, State

Signature:

Project name	DISTRICT 2 TUROUGH NEIGHRODHOOD OUTREACH & SUBBORT				
1 roject name	DISTRICT 3 THROUGH NEIGHBORHOOD OUTREACH & SUPPORT PROGRAM				
Evnances navied	TROGRAM	through			
Expenses period		through	iaa Numb	0.14	
City Grant	Grantee Invoice Number				
Agreement	32003494				
Number					
Total Grant Award:	\$X				
Total invoiced to date	*				
Total advanced to date	•				
	•				
Balance remaining:	\$X				
Budget Category	Item Description Quantity		Rate	Amount	
[Supplies]	[Racial equity workboooks]		15	\$10	\$150
Administrative	Administrative management an	d oversight			
overhead (up to		o (•1518110			
10% of award)					
	1			<u> </u>	
		Total	Expenses	\$	\$ 0.00
Amount due				\$	
					·
Prepared by:					

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

Date: