

# CITY OF PORTLAND GRANT AGREEMENT No. 32003489

## FOR

## DISTRICT 4 THROUGH NEIGHBORHOOD OUTREACH AND 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 Neighborhoods West/Northwest Review Board (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 \$494,570 with \$388,338 for core program operations and support, and \$43,149 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 and Support is a Civic Life program. District Coalition Offices have been the sole contractors with the City of Portland for this program since 1974.
- 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 within District 4 community to build informed, inclusive, and participatory neighborhoods that support the social and ecological well-being.
- 7. In accordance with the Fiscal Year 2024-2025 Budget, the City now desires to make a grant award to Grantee in an amount not-to-exceed **\$494,570**.

**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 Office of Community and Civic Life Address: 1120 SW 5<sup>TH</sup> 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.

Darlene Urban Garrett Neighbors West/Northwest Review Board Address: 434 NW 6TH AVE SUITE 202 PORTLAND OR 97209 USA Phone: 971-430-1001 Email: darlene@nwnw.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 Attachment C in changed, attached format. 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 and evaluation reports completed by community grant recipients. 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 \$494,560. fiscal year 2024-2025. Of this amount, (1) \$388,338 for core program operations and support, (2) \$43,149 is for distribution as part of the Small Grants & Event Sponsorships.

FY 2024- 25 District 4		Funding Source	Value	Advance Eligible
Core Program	Base Grants	On-going	\$388,338	129,433
Operations & Support	Redistrict Insurance Related Expenses	One-time	\$37,850	\$0
	Charter Reform Support	One-time	\$25,233	\$0
Small Grants & Event Sponsorships Program		On-going	\$43,149	\$43,149
Total			\$494,570	

City may advance the Grantee up to \$129,433 one-third of the \$388,338.00 for core program

operations and up to \$43,149 of the full value of the \$43,149 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 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.

- 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 <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.
- 5.3 <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.
- 5.4 <u>Non-exclusive Remedy 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.
- 5.5 <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.
- 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 <u>Respectful Workplace Behavior; Non-discrimination; Civil Rights</u>. 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: <a href="https://www.portlandoregon.gov/citycode/article/12121">https://www.portlandoregon.gov/citycode/article/12121</a> (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<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
  - 5.12.4.2<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
  - 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<u>Physical abuse and sexual molestation liability</u>. 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 <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.
- 5.18 <u>Independent Financial Audits/Reviews</u>. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain, 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 <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.
- 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 Program and Fiscal Monitoring. 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 <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.
- 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: 32003489

#### Grant Agreement Title: District 4 Through Neighborhood Outreach and Support Program

GRANTEE

Address: 434 NW 6th Ave Portland, Oregon Phone: 971-430-1001 Email:

Email:

darlene @nwnw.org



# CITY OF PORTLAND, OREGON

Contract No. 32003489

Contract Description: DISTRICT 4 NEIGHBORHOOD OUTREACH AND SUPPORT PROGR

# **CITY OF PORTLAND SIGNATURES:**

By:	Mati	Date:	09/11/2024
	Bureau Director		
By:	N/A	Date:	
	Purchasing Agent		
By:	N/A	Date:	
	Elected Official		
Appro	ved:		
By:	D. Billy	Date:	09/12/2024
	Office of the City Auditor		
Appro	ved as to Form:		
By:	Art	Date:	09/10/2024

Office of City Attorney

## ATTACHMENT A SCOPE OF WORK, EXPECTED OUTCOMES AND PAYMENT SCHEDULE

# FY 2024-25 SCOPE OF WORK

# **NEIGHBORS WEST NORTHWEST REVIEW BOARD, dba District 4 Coalition**

## **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.

ACTIVITIES	DELIVERABLES				
Building and Maintaining	1. Attend a minimum of 33 different Neighborhood Association meetings.				
Partnerships	2. Build intentional relationships with Business Associations.				
	a. Identify subject matters interest to create training and				
	info session opportunities with community and City				
	partners				
	3. Continue partnering NWNW Central City Homeless Solutions Coalition				
	and NWNW's Crime prevention group.				
	4. Attend events hosted by NAs and CBOs throughout the year.				
	5. Build relationships with District representatives and identify				
	opportunities for Neighborhoods to engage with those representatives.				
	1. Work with City of Portland's Transition Team to host 1-2 ranked-				
Convenings	choice voting mock elections on the Ranked Vote online platform				
	to be run and completed by Q2 FY24-25.				
	2. Work with City of Portland's Transition Team to host 2				
	community education presentations from November 2024 to				
	June 2025 that give community members foundational				
	information on their new form of government.				
	3. Host a series of educational forums on topics of importance:				
	a. Candidate introductions				
	b. CEI hub				
	c. Homelessness				
	d. Trash				
	e. Crime				
	f. Neighborhood Emergency Teams (NETs)				
	g. Firewise Teams				
	4. Host a series of social gatherings to educate NA's about each other,				
	build community among the NA's and CBO's, and encourage continued				
	engagement.				

Mandated Notifications	1.	Receive Required Neighborhood Notifications and State
Comply with applicable		Documents such as Land Use Reviews, Accessory Short-Term
requirements of Oregon's		Rentals, Tree Removals, Original Art Mural Permits, Demolition
Statewide Land Use Planning		Notices, Administrative Rules and Legislative Policy Process
Goals to foster transparency		Notices per City code.
and public involvement in	2.	Work with Civic Life staff to develop and maintain partnerships
decision-making processes.		with City bureaus to assist with development of a meaningful,
		accessible, and equitable community involvement in planning
		and investment decisions as mandated by the City's
		Comprehensive Plan.
	3.	Create a land use committee to engage NAs in an infrastructure
		planning initiative, with particular focus on southwest
		infrastructure.

## 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.

ACTIVITIES	DELIVERABLES				
Trainings and Skill Building	<ol> <li>Partner with Oregon Department of Justice and Secretary of State to provide guidance on required state document filings for nonprofits.</li> <li>Provide and/or promote trainings listed in the attached Appendix A in coordination with other District Coalitions.</li> </ol>				
Fiscal Sponsorship	<ol> <li>Provide at least 11 NA's with</li> <li>a. Community Based Organizations that meet the NWNW criteria for fiscal sponsorship will be included on an asneeded basis and all trainings will be made available to them.</li> </ol>				

# 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	1. Create and maintain a District Coalition Website.			
E-newsletter/s	<ol> <li>*E-newsletters, we will be coordinated with the neighborhoods that currently produce e newsletters. Content will be shared, specific issues focused on.</li> </ol>			

	<ul> <li>a. Neighborhoods that produce an e-newsletter will be incentivized to share them district wide and include district wide issues.</li> <li>2. Make all NA E-newsletters accessible through the district website.</li> </ul>
Social Media	1. each neighborhood will have an established Facebook page for delivering information to their individual associations and the public.
Other Forms of Print or Electronic Media	<ol> <li>Amplify the City of Portland's Transition Team "Summer of Civic Engagement" events and activities between July 1, 2024 and October 31, 2024.</li> <li>Assist NAs in making copies of flyers or postcards for NAs to distribute.</li> </ol>

# **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 in-district workspace for district coalition staff that is open and accessible to the community.

ACTIVITIES	DELIVERABLES
Document Archiving	1. Collect and archive NA and DCO meeting minutes
	2. 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.
	3. Collect and store NA election ballots for 60 days post-election.
	4. Archive appropriate materials with City archives
Reporting	1. Ensure compliance with state requirements for domestic
	nonprofit corporations by assisting member NAs and 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.
	2. Confirm all 501c3s submit their Federal Income taxes on time.
	3. Monitor On-going updates of by-laws for compliance
	4. Provide updated policies for NAs regarding compliance with
	conflict of interest, whistleblower, duty of loyalty, financial
	policies, etc.
Insurance	1. Offer General Liability Insurance and Directors and Officers
	insurance coverage to eligible district NAs, 2 CBOs and one
	business association.

	2. Obtain, submit, and maintain all insurance documentation and for 33 NAs, 2 CBOs and 1 Business association.
Maintain District Office	<ol> <li>Maintain an office in the district coalition area.</li> <li>Explore options for a donated space in the southwest to act as a satellite office.</li> </ol>
Logistical/Technical Support	<ol> <li>Provide annual election support to NAs to comply with ONI Standards for access and inclusion and compliance with NA bylaws. Create ballots, oversee voting process, tally results, and maintain records for 60 days post-election.</li> <li>Support NAs by holding office hours to address business operations questions.</li> </ol>

# 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	<ol> <li>Promote all grant opportunities in one grant cycle.</li> <li>Convene a grant review committee to evaluate proposals.</li> </ol>				
Award, Administer, Report	<ol> <li>Award grants.         <ul> <li>a. 35% of small grants will be focused and directed toward minority populations.</li> </ul> </li> </ol>				
	<ol> <li>Execute grant contracts.</li> <li>Monitor expenditures for grantees the DCO fiscally sponsors.</li> <li>Ensure grantees complete require grant reports.</li> </ol>				

## ATTACHMENT B BUDGET

				-		 _
	District Four Coalition Operating Budget					
		22.24	24.25			 
		23-24	24-25	Variance		
Contributed Incom	e					
	Individual Contributions	5,000		(5,00	0)	
	Corporate contributions	5,000	eur.	(5,00	0)	 
Contributed Incom		10,000		(10,00		-
		10,000		(20,00	~	
Contracted/Grant R	levenue					
1	Base Grant	317,450	388,338	70,88	8	
1	Small Grant	35,213	43,000	7,78	7	 -
	Transition education unter advention	_	25,000			
	Transition education, voter education					
	Insurance		15,000			
	Stormwater Stars (WMSWCD)		-	2	•	 
	OCF Grant					 
	BES - Westside Watershed					
Contracted Grant Re	wenue	352,663	471,338	118,675		
	Ť					-
arned Income						 _
Net LOPE DE TRA	All French and					
	Misc Earned Income					
	Interest Revenue	400		(400	9	
arned Income		400	400			-
Aisc Income		100		(100		-
				(100		
leimburements/Retu	nds/Rebates					
2010/07/07/07	T					-
otalIncome		363,163	471,738	108,575		-
						 _
openses						
ayroll Expenses						 
	Salaries & Wages	192,500	213,000	20.500	ED, Program Manager, Bookkeeper + 2 half time or less staff	 2/.5 FTE
					and the second sec	AT.STIE
	Employee Benefits - Retirement	5,775	6,400	625		
	Employee Benefits - Health	18,972	20,000	1,028		 -
	Payroll Taxes	19,250	31,955	12,705		 
	Worker's Comp	380	631	251		
ayrollExpenses	27 T	236,877	271,986	35,109		
			10			

Professsional Services							
-roresssional services							
	Bookkeeping & Accounting	3,000	9,000	6,000			
	Payroll Service Fees	2,730	5,500	2,770	NWNW and Stormwater		
			(m)				
	Other Professional Fees	11,500	22,400	10,900	lawyers, trainers, consultants for transition programming		
Professional Services		17,230	36,900	19,670			
	· · · · · · · · · · · · · · · · · · ·						
Occupancy							
					rent increase of \$75.00 per month plus rental of space for meeting in		
	Rent	30,000	35,003	5,003	other locations throughout the District		
No. 0. 1962.	Telephone, Fax & Internet	3,400	4,000	600			
				3,000			
	Equipment Rental & Maintenance		3,000	3,000			1
Occupancy		33,400	42,003	8,603			
					111 (11) (11) (11) (11) (11) (11) (11)		-
Materials & Supplies							
	Hospitality	1,000	3,000	2,000	Meetings, events, educational and team bilding events District 4		
			4				
	Supplies	975	2,925	1,950			
	Newsletter Printing & Delivery	1,000	7,000	6,000			
		1000	1,300	300			
	Printing & Copying	1,000	1,300	300			
	Postage & Shipping	600	1,000	400			
	Dues & Subscriptions	1,118	4,500	3 382	quickbooks, desktop temporary, and online, NAO,		
	Elect Communication & Subscriptns	3,300	20,000	16,700	zoom accounts, malichimp, airtable, simplelists, (\$500 per NA)	)	3
	ISP, Web hosting & Domains	3,500	10,000	6,500	web hostin, sucuri, host gator, dynadot,google,		
	Non-Cap Equipment	1,500	4,224	2,724			
Materials & Supplies		13,993	53,949	39,956			
	1						
Other Expenses							
	Bank Charges & Credit Card Fees	450	900	450			-
					AU		
	Taxes/Corporation Filing Fees	1,300	3,000	1,700	secretary of state filings, CT 12 filings		
	Insurance - D&O	4,300	6,150	1,850	1		1
	Insurance, Brop & Lish	2000	8 850	1 250			
	Insurance - Prop & Liab	7,000	8,850	1,850			
	Staff Development	1,000	2,000	1,000	Mock election / transition education		
	Travel & Mileage	1,900	3,000	1,100			
Other Expenses		15,950	23,900	7,950			
					-		
			100 950	111,288			
Total Expenses		317,450	428,738	111,289			
					-		
Small Grants to be A	warded	35,213	43,000	7,78			+
union Grants to be A							
					-		
NetIncome		10,500	0	{10,50	10		1

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# ATTACHMENT C REPORTING FORM

	<b>Progress Report:</b>	DPARTIAL	□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 p	Council and the pictures submitted
Challenges	[Briefly, describe any challenges en your organization has, or plans, to		
Project Status Narrative	[Describe project progress during this reporting period. Please include: la news, overall project status, milestones accomplished, recruitment strateg evaluations, data collected, and any additional comments or documents at the project you would like to share.]		itment strategies,
Next Steps	[What are the next steps for this pr	oject and your organizat	ion?]
Policy Opportunities	[While conducting your work, has policy change that would benefit th project? Please provide specific ex	e work or participants of	n your program or

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

# Participants Demographics » [See attached demographic info form]

Age	
Racial or Ethnic	

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

### **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	t is your age?			
	Under 24	25-44	Over 65	
	25-44	45-64	Prefer not to	odisclose
Whi	ch of the followin	ng describes you	r racial or ethnic	identity? Please check all that apply.
	American Indian	n/Alaska Native		Hispanic/Latinx
	Asian			Native Hawaiian or Pacific Islander
	African America	an or Black		White
	Middle Eastern/	Northern African		Unknown
	Prefer not to dise	close		
	Prefer to describ	e:		
Do y	ou live with a di	sability or identi	fy as a disabled p	erson?
	Yes	No		
If ye	A			ease check all that apply.
		walking, climbing	stairs)	
	Visual (e.g., bli			
	Deaf or hard-of	-hearing		
	Cognitive (e.g.,	traumatic brain in	njury, learning dis	abilities)
	Mental health (	e.g., anxiety, PTS	D)	
	Intellectual or d	levelopmental (e.g	g., Down syndrom	e, fragile X syndrome)
	Invisible (e.g.,	diabetes, HIV, car	ncer)	
	Prefer not to dis	sclose		
	Prefer to descri	be:		

What is your gender? Please che	ck 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 employmer	it status?	그는 말을 하는 것을 수 있다. 이렇게 좋아하는 것을 하는 것을 수 있다. 이렇게 말하는 것을 수 있다. 이렇게 하는 것을 하는 것을 하는 것을 수 있다. 이렇게 말하는 것을 수 있다. 이렇게 하는 것을 수 있다. 이 하는 것을 수 있다. 이 하는 것을 것을 수 있다. 이 하는 것을 수 있다. 이 하는 것을 것을 수 있다. 이 하는 것을 것을 수 있다. 이 하는 것을 하는 것을 수 있다. 이 하는 것이 하는 것을 하는 것을 수 있다. 이 하는 것이 하는 것을 수 있다. 이 하는 것이 하는 것을 것을 수 있다. 이 하는 것이 하는 것이 하는 것을 수 있다. 이 하는 것이 것을 수 있다. 이 하는 것이 않다. 아니 것이 하는 것이
Employed, full-time	Employed, on call	Retired
Employed, part-time	Not employed	Disable
Prefer not to disclose		
Which best describes your currer	t housing? Please chec	k all that apply.
Rent	Own	
Apartment	House	Duplex
Condo	Shelter	Mobile home
Van, boat	Houseless	Prefer not to disclose
Prefer to describe:		

# ATTACHMENT D INVOICE/REQUEST FOR PAYMENT TEMPLATE

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

## **Invoice/Request for Payment**

**To:** Grant Manager/Project Manager Name City of Portland Office of Community & Civic Life 1120 SW 5<sup>th</sup> Ave, Room 114 Portland, Ave 97204

Grantee		
Address		
City, State	Zip Code	

Project name	
Expenses period	through
City Grant	Grantee Invoice Number
Agreement	
Number	

Total Grant Award:\$XTotal invoiced to date:\$XTotal advanced to date:\$X [if applicable]Balance remaining:\$X

<b>Budget Category</b>	Item Description	Quantity	Rate	Amount
[Supplies]	[Racial equity workbooks]	15	\$10	\$150
Administrative overhead (up to 10% of award)	Administrative management and oversight			
a Carl Con Radone	Tot	al Expenses	\$	\$ 0.00

	Amount due \$
Prepared by:	
Signature:	Date:

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