



GRANT AGREEMENT No. 32002077

FOR

NEIGHBORHOODS WEST/NORTHWEST REVIEW BOARD DISTRICT COALITION PROGRAM

As authorized by Ordinance No. 190044 this Grant Agreement (“Agreement”) is made effective on July 1, 2020 (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Neighborhoods West/Northwest Review Board (“Grantee”), an organization of the State of Oregon by and through their duly authorized representatives. This Agreement may refer to the City and Grantee individually as a “Party” or jointly as the “Parties”.

The initial term of this Agreement shall be for Fiscal Year 2020-2021 from the Effective Date through June 30, 2021. The total not-to-exceed amount under this Agreement for the initial term shall be \$284,134 for core program operations.

RECITALS:

1. The Office of Community & Civic Life (“Civic Life”) mission is to promote a culture of civic engagement by connecting and supporting all Portlanders working together and with government to build inclusive, safe, and livable neighborhoods and communities. Civic Life grant programs foster its long-term goals:
 - a. **Inclusive Structures.** Modeling the inclusive practices and processes we seek to promote, we will partner with diverse, self-identifying communities to:
 - Champion institutional practices for inclusion and transformational change within government structures;
 - Increase community building and civic engagement opportunities for communities working toward equitable outcomes for all Portlanders.
 - b. **Adaptive Governance.** To realize more adaptive decision-making in community and government, we will:
 - Support inclusive cross-cultural, cross-issue organizing in community to reflect the ability of resilient communities to address complex, inter-connected issues;
 - Lead internal capacity development within City government, particularly as it pertains to engaging communities toward equitable outcomes;
 - Create and hold shared space where community and government join together to identify opportunities and address shared challenges;
 - Support communities in pursuing forms of governance that reflect their lived experience, values, and aspirations.
 - c. **Fulfilled and Empowered Portlanders.** A progressive change in culture of civic engagement is foundational to long-term systemic community building and government change. We will:
 - Prioritize resources that support communities in building resilience both with and without their government;

- Practice equitable sharing of resources;
 - Promote inclusive education, art, and play;
 - Create an environment for respectful dialogue and problem solving that acknowledges our differences as we work toward shared goals.
2. The District Coalition is a Civic Life program. District Coalition Offices have been the sole contractors with the City of Portland for this program since 1974.
 3. This Agreement shall comply with city policy ADM-4.03 – Standards for Neighborhood Associations, District Coalitions, Business District Associations and the Office of Neighborhood Involvement.
 4. This Agreement provides financial and limited staff resources from Civic Life to the recognized District Coalition Offices per City Code 3.96 to provide such services by which the people of City of Portland may effectively participate in civic affairs and work to improve the livability and character of their neighborhoods and the City.
 5. Grantee is the neighborhood coalition representing seven Northwest and four Southwest Neighborhood Associations encompassing one of the most varied sections of Portland, where heavy industry, commerce, and a variety of residential communities coexist with large, pristine natural areas, and riparian habitats.
 6. Grantee provides a forum for 11 boards to interact, share resources and complement each other's efforts. It offers a key channel to the city and elected officials to quickly disseminate the information to a wide range of neighbors.
 7. In accordance with the Fiscal Year 2020-2021 Budget, the City now desires to make a grant award to Grantee in an amount not-to-exceed \$284,134. Future reductions may be required with adjusted revenue forecasts in the Fiscal Year 2020-2021 Fall Budget Monitoring Process, see Article V.25.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I SCOPE OF WORK/OUTCOME MEASURES

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

ARTICLE II AGREEMENT PERIOD

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

ARTICLE III SPECIFIC CONDITIONS OF THE GRANT

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

possible.

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

III.1.a Logo: Current logo, with correct spacing, color or black and white shall be requested directly from Civic Life communications staff or assigned program staff.

III.1.b Policy Statement: The acknowledgement of Civic Life support must also include the following statement:

"Any views, findings, conclusions, or recommendations expressed in this [describe the publication: article, book, exhibition, film, program, database, report, web resource, etc.] do not necessarily represent those of the City of Portland."

The policy statement requirement will be waived in instances when it is not feasible or appropriate to include it, such as on building plaques.

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

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

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

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

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

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

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

Mark Sieber
Neighborhoods West/Northwest Review Board

Address: 2257 NW Raleigh Street, Portland, OR 97210
Phone: 503-823-4288
Email: coalition@nwnw.org

- III.4 Billings/Invoices/Payment. The City Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this Agreement and to carry out all other City actions referred to herein in accordance with this Agreement.
- III.5 Report. Grantee will complete and submit to the City Grant Manager the following reports and documents:
- III.5.a Partial Report: signed Partial Reporting Form, template included as Attachment C (Reporting Form), after the 15th day of December of each year.
- III.5.b Annual Report: signed Annual Reporting Form, template included as Attachment C, no later than 30 days after 30th day of June of each year.

ARTICLE IV PAYMENTS

- IV.1 City will fund the work described in Attachment A in an amount not-to-exceed \$284,134 for Fiscal Year 2020-2021. City may advance the Grantee up to one third of the full grant award value upon execution of this Agreement and receipt of a request. Grantee will submit quarterly invoices using Attachment D (Invoice/Request for Payment Template) and include itemized expenses report per approved budget (Attachment B) to the City Grant Manager for approval. Reported expenses will be charged against the advance. City will pay Grantee the amount of the invoice within 10 days of the invoice date. Payments will be made after City review and approval of Grantee's invoice and periodic progress reports using Attachment C, which is due on a twice-annual basis. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates. If Grantee received funds in advance which exceed actual expenditures under this Agreement, all such funds shall remain property of the City and shall be returned to the City with the full annual cost accounting.
- IV.2 If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required services, or take any actions required by the Agreement the City may, at its option terminate, reduce, or suspend any grant funds that have not been paid and may, at its option, require Grantee to immediately refund to the City the amount improperly expended or received by Grantee.
- IV.3 Grant payments under this Agreement may be used only to provide the services or take the actions listed in Attachment A and expenses listed on Attachment B and shall not be used for any other purpose. Any changes to the Scope of Work (Attachment A) and approved Budget (Attachment B) must be authorized in writing by the City Grant Manager before any expenditure of funds in new amounts or line items.
- IV.4 If, for any reason, Grantee's anticipated services or actions are terminated, discontinued, or interrupted, the City's payment of funds under this grant may be terminated, suspended, or reduced.
- IV.5 Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If Grantee's project is subject to the prevailing wage requirements, Grantee will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing

wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

- IV.6 Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V GENERAL GRANT PROVISIONS

- V.1 Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within 30 days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the 30-day cure period, Grantee shall commence cure within the 30 days, notify City of Grantee steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
- V.2 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.
- V.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.
- V.4 Penalty for Termination for Cause. If this Agreement is terminated for cause, City, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to Grantee.
- V.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.

- V.6 Changes in Anticipated Services. If, for any reason, Grantee's anticipated services or actions are terminated, discontinued, or interrupted, City's payment of grant funds may be terminated, suspended, or reduced. Grantee shall immediately refund to City any unexpended grant funds received by Grantee.
- V.7 Amendment. The City Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase City's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- V.8 Non-discrimination; Civil Rights. In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability status, familial status, sexual orientation, gender identity or expression, or national origin. Grantee shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation, or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- Grantee shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Grantee shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- V.9 Maintenance of and Access to Records. Grantee shall maintain all books, vendor receipts, and evidence of payment for materials and services, time records and evidence of payment for program wages, salaries and benefits, general organizational and administrative information, documents, papers, and records of Grantee that are related to this Agreement or Grantee's performance of work or services related to the fund opportunity, for four years after City makes final grant payment or the termination date of this Agreement, whichever is later. The City may examine, audit, and copy Grantee's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- V.10 Audit. City, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or Grantee records at any time during this Agreement and during the four-year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to Grantee exceeded the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to City.

V.11 Indemnification. Grantee shall hold harmless, defend, and indemnify City, and its officers, agents, and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of Grantee and/or its contractors in the performance of this Agreement.

V.12 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.

V.12.a Insurance Certificate. As evidence of the required insurance coverage, Grantee shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Agreement. The certificates shall list the City as certificate holder. Grantee shall maintain continuous, uninterrupted coverage for the Term of this Agreement and to provide insurance certificates demonstrating the required coverage for the Term of this Agreement. Grantee's failure to maintain insurance as required by this Agreement constitutes a Material Breach of this Agreement. Grantee must notify the City in writing 30-calendar days prior to a cancellation, non-renewal, or changes to the insurance policy.

V.12.b Additional Insured. For commercial general liability coverage, Grantee shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents, and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

V.12.c Insurance Costs. Grantee shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

V.12.d Coverage Requirements. Grantee shall comply with the following insurance requirements:

V.12.d.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

V.12.d.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 of Grantee's use of any vehicle.

- ☒ Required and attached
- ☐ Reduced by Authorized Bureau Director

☐ Waived by Authorized Bureau Director

V.12.d.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

☐ Reduced by Authorized Bureau Director

☐ Proof of exemption (Complete Independent Certification Statement)

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

☐ Required and attached

☒ Waived by Authorized Bureau Director

V.13 Grantee's Contractor; Non-Assignment. If Grantee utilizes contractors to complete its work under this Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, Grantee shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grantee hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of City.

V.14 Independent Contractor Status. Grantee and its contractors and employees are not employees of City and are not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment

compensation, and retirement benefits. Grantee will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

- V.15 Conflict of Interest. No City officer or employee, during his, her, or their tenure or for two years thereafter, shall have any interest, direct or indirect, in Agreement or the proceeds thereof. City officer or employee who selected Grantee, participated in the award of this Agreement, or managed this Agreement shall not seek the promise of employment from Grantee or be employed by Grantee during the term of the Agreement, unless waiver is obtained from City in writing.
- V.16 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.
- V.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.
- V.18 Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. One copy of all required financial audits or reviews shall be submitted to the City Grant Manager within 30 days of audit completion or upon request by the City Grant Manager.
- V.19 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.
- V.20 Merger. This Agreement contains the entire agreement between City and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- V.21 Program and Fiscal Monitoring. City shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the City Grant Manager. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the work, services, or obligations required by this Agreement in accordance with its terms and conditions.
- V.22 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and

may only be enforced by the Parties.

- V.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.
- V.24 NOTICE: All notices to, and other written communication between the Parties shall be deemed received five-business days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on Article III.2 and III.3 of the Agreement, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within 30-calendar days.
- V.25 Termination or amendment by failure to receive adequate funding. The City may terminate or amend these grants if it fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its administrative discretion, to continue to make payments for the performance of this Agreement.

GRANTEE



Authorized Signature



Date

Mark Sieber – Executive Director

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

Phone: 503-823-4288

Email: coalition@nwnw.org

Grant Agreement: **32002077**

Grant Agreement Title: **NEIGHBORHOODS WEST/NORTHWEST REVIEW BOARD DISTRICT COALITION PROGRAM**

CITY OF PORTLAND SIGNATURES

By: _____ Date: _____
Bureau Director

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney