

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7284

AUTHORIZING A GRANT AGREEMENT WITH VENTURE PORTLAND TO IMPLEMENT BUSINESS DISTRICT SUPPORT PROGRAMS AND THE CATALYTIC INVESTMENT INITIATIVE FOR THE CITY OF PORTLAND DURING FISCAL YEAR 2018-19

WHEREAS, Prosper Portland's 2015-2020 Strategic Plan seeks to build the capacity of local business owners, residents, and community experts to incent successful economic development outcomes;

WHEREAS, Prosper Portland receives certain General Funds under the terms of an Intergovernmental Agreement with the City of Portland to support capacity-building efforts with neighborhood business district associations;

WHEREAS, Venture Portland is an independent non-profit organization dedicated to supporting the neighborhood business districts and related associations or similar entities in the city of Portland;

WHEREAS, Venture Portland provides training, technical, and financial assistance to neighborhood business district associations that furthers their ability to create a positive economic development atmosphere for local businesses and the surrounding community; and,

WHEREAS, Venture Portland implements the Catalytic Investment Initiative by providing targeted support to nine neighborhood business district associations in East and North Portland whose demographic and economic profile, business district size, and lack of infrastructure pose unique challenges.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board of Commissioners hereby authorizes the Executive Director to enter into a Grant Agreement with Venture Portland that is substantially consistent with the agreement attached hereto as **Exhibit A** for up to \$536,528 for the purpose of implementing and managing Venture Portland's workplan activities, including the Catalytic Investment Initiative;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to and amendments of the Grant Agreement prior to and subsequent to execution, so long as such changes do not materially increase Prosper Portland's risks or obligations, as determined by the Executive Director in consultation with General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Prosper Portland Commission on September 12, 2018



Pam Feigenbutz, Recording Secretary

**VENTURE PORTLAND CAPACITY BUILDING AND
NEIGHBORHOOD ECONOMIC DEVELOPMENT PROGRAM
FY 2018-2019 GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is made as of September ___ 2018, between **Prosper Portland**, assumed business name of the Portland Development Commission, the urban renewal and economic development authority of the City of Portland, an Oregon municipal corporation (“**Grantor**” or “**Prosper Portland**”), and **Venture Portland, Inc.**, an Oregon nonprofit corporation (“**Grantee**” or “**Venture Portland**”).

RECITALS

WHEREAS, Prosper Portland’s 2015-2020 Strategic Plan seeks to build the capacity of local business owners, residents, and community experts to incent successful economic development outcomes;

WHEREAS, Venture Portland is an independent non-profit organization dedicated to supporting the Neighborhood Business Districts and related Associations or similar entities in the City of Portland;

WHEREAS, Venture Portland has the capacity to provide training, technical, and financial assistance to neighborhood business district associations that furthers their ability to create a positive economic development atmosphere for local businesses and the surrounding community;

WHEREAS, Prosper Portland anticipates receiving certain General Funds (the “**General Funds**”) under the terms of an Intergovernmental Agreement with the City of Portland (“**City**”) to support capacity-building efforts with neighborhood business district associations;

NOW, THEREFORE, Prosper Portland and Venture Portland agree as follows:

**ARTICLE 1
GRANT GENERALLY**

Section 1.1 Grant

To assist Venture Portland in implementing the “Capacity Building and Neighborhood Economic Development Program”, as further described in Section 1.5, below, Prosper Portland agrees, on the terms and conditions of this Agreement, to make a grant of General Funds to Venture Portland in an amount up to Five Hundred, Thirty Six Thousand, Five Hundred and Twenty Eight Dollars (\$536,528) (the “**Grant**”). Up to Three Hundred and Thirty Six Thousand, Five Hundred and Twenty Eight Dollars (\$336,528) of the Grant will be available for the “Standard Venture Portland Work Plan” (**Exhibit A** hereto and incorporated herein) and an additional amount of up to Two Hundred Thousand Dollars (\$200,000) of the Grant will be available for the “Catalytic Investment Initiative” (**Exhibit B** hereto and incorporated herein). Venture Portland acknowledges that the source of the funding for this Grant are General Funds allocated to Prosper Portland from the City. Prosper Portland will disburse the Grant to Venture Portland, in accordance with this Agreement, subject to receipt of Venture Portland Grant allocated General Funds from the City.

Section 1.2 Repayment of Grant

Grant funds not yet expended as of the date Venture Portland receives notice of an Event of Default under this Agreement from Prosper Portland shall be immediately returned to Prosper Portland. To the extent that the Event of Default is in connection with the misuse of Grant funds, Venture Portland shall

in addition repay Prosper Portland all Grant amounts previously expended in violation of the terms of this Agreement.

Section 1.3 Disbursement of General Funds

Provided Venture Portland is not in material breach of this Agreement, Prosper Portland shall disburse the Grant funds to Venture Portland as described in this Section 1.3. Venture Portland shall request disbursements using the Disbursement Request Form (**Exhibit C** hereto) for initiatives described in both the "Standard Venture Portland Work Plan" as set forth in Exhibit A, and for the "Catalytic Investment Initiative" as set forth in Exhibit B, all in conformance with the Budget for the Grant (**Exhibit D** hereto).

With regard to the Standard Venture Portland Work Plan as set forth in Exhibit A, Prosper Portland shall disburse \$84,132 in Grant funds within 30 days after the date Prosper Portland executes of this Agreement. Three additional disbursements of \$84,132 each will be processed within 30 days upon receipt of quarterly reports, as outlined in Section 1.4, below.

With Regard to Catalytic Investment Initiative Work Plan as set forth in Exhibit B, Prosper Portland shall disburse \$50,000 in General Funds within 30 days after the date Prosper Portland executes of this Agreement. Three additional disbursements of \$50,000 each will be processed within 30 days upon receipt of quarterly reports, as outlined in Section 1.4, below.

Section 1.4 Reporting and Communication

Prosper Portland and Venture Portland desire to maintain open and transparent communication. To maintain this communication, and to ensure that periodic reporting needs are met:

1. Venture Portland and Prosper Portland shall have regular communications regarding this Agreement and projects of mutual concern, and will meet not less than quarterly to review program progress, performance measures, program budget, initiative updates and opportunities for collaboration.
2. Venture Portland will inform Prosper Portland of any staff changes, new hires or staff reassignments funded by the Grant.
3. Venture Portland shall provide, to Prosper Portland and the office of Portland City Commissioner Nick Fish, quarterly status reports on the implementation of the Work Plans in Exhibit A and B, including the performance measures outlined in **Exhibit E** hereto. Venture Portland will provide such quarterly status reports on October 31, 2018; January 31, 2019; April 30, 2019 and July 31, 2019. The quarterly status reports will include the following:
 - a. A brief written narrative summarizing accomplishments, activities, challenges and a success story;
 - b. Quarterly financial statements that show line-by-line Venture Portland expenditures and income;
 - c. Use the reporting template to report performance measures quarterly as outlined in Exhibit E; and,
 - d. Other outcome information agreed to by Prosper Portland and Venture Portland.
4. No later than July 31, 2019, Venture Portland will provide Prosper Portland a written report highlighting the year's accomplishments; including adherence to the performance requirements of this Agreement.

Section 1.5 Capacity Building and Neighborhood Economic Development Program.

As part of the Capacity Building and Neighborhood Economic Development Program, Venture Portland shall complete the following activities in accordance with and as further described in the Standard Venture Portland Work Plan (Exhibit A) and the Catalytic Investment Initiative (Exhibit B):

Standard Venture Portland Activities:

1. Support Venture Portland Capacity. Maintain stable and efficient Venture Portland operations by implementing strong governance and infrastructure systems, increasing membership and Board engagement, and communicating with key stakeholders.
2. Support Neighborhood Economic Development Efforts by Building Business District Capacity. Strengthen business district governance systems, grow business district membership, identify and support emerging business districts, formalize and share business district best practices. Work with Prosper Portland to deliver collaborative capacity building training series.
3. Support Neighborhood Economic Development Efforts by Promoting and Marketing Business Districts. Market and promote business districts. Increase the understanding of the value of business districts to Portland's economy and identity. Maintain online communication and marketing tools.
4. Administer Business District Capacity Building and Neighborhood Economic Development Grant Program. Implement a Business District Capacity Building Grant Program that includes training, bi-annual Benchmark Grants, annual Economic Development Grants, Catalytic Investment Initiative Grants and, as appropriate, Catalytic and/or Emerging Business District Start-up Support Grants. Ensure grant funds are fully distributed, monitored, and reported.

Catalytic Investment Initiative Activities:

1. Implement the Catalytic Investment Initiative. Focuses on neighborhood business district associations whose demographic and economic profile, business district size, and lack of infrastructure pose unique challenges. Eight (8) districts in East and North Portland will receive targeted support to improve business association success.
 - a. Business districts will include 82nd Ave, Foster, Gateway, Kenton, Midway, Lents Grown, Parkrose and Williams
 - b. Any changes to the focus areas or scope of work performed must be approved by Prosper Portland

In addition, Venture Portland will outline and continue to implement existing equity strategies including providing training and technical assistance on membership development and diversity for business district associations. Venture Portland will also work with City, Prosper Portland, and other partners to develop and explore strategies to promote diversity and inclusion in their work and member organizations.

Section 1.6 Use of Grant

Venture Portland agrees to use the Grant funds solely for the Capacity Building and Neighborhood Economic Development Program, as described in this Agreement and in the Work Plans in Exhibit A and B, hereto. Venture Portland shall review any new programmatic initiatives funded by the Grant with Prosper Portland early in the process of developing such initiatives. Venture Portland anticipates leveraging the Grant with at least \$210,000 in private investment from other sources including:

membership fees, sponsorships, fund raising events, and cash and in-kind matches to Benchmark, Catalytic, Economic Development and Pilot Project Grant awards.

By May 1, 2019, Venture Portland shall provide Prosper Portland with an estimate of the amount of the Grant that may reasonably be expected to remain unexpended by the Completion Date (as defined in Section 2.11, below). If Venture Portland desires to carry such funds over to a future grant agreement for Fiscal Year 2019-20 it will present a plan and budget for the proposed FY 2018-19 carryover funds by June 1, 2019 so that this request can be considered as a part of any future 2019-20 Grant Agreement. In the event that the Grant funds are not fully expended on the Work Plans in Exhibit A and B by the Completion Date or approved for carryover to a subsequent grant agreement in FY 2019-20, Venture Portland shall return those funds to Prosper Portland by September 15, 2019.

In the event of non-completion (in the determination of the Prosper Portland) by Venture Portland of all or any portion of the Work Plans in Exhibit A and B funded by the Grant funds, as described in Section 1.5, Venture Portland shall, at Prosper Portland's request, repay that portion of the Grant funds reasonably related to the non-complete portion of the Work Plans in Exhibit A and B.

Section 1.7 Records and Inspection

Venture Portland is responsible for establishing and maintaining financial records to accurately account for Grant funds disbursed pursuant to this Agreement. Venture Portland shall maintain all fiscal and other records pertinent to this Agreement for at least three (3) years following the completion of the Work Plans in Exhibit A and B. Venture Portland shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and in a manner that clearly documents when and how the Grant was used in accordance with the requirements of this Agreement. In addition, Venture Portland shall maintain all other records pertinent to this Agreement in such a manner as to clearly document its performance hereunder. Venture Portland shall make any or all of the foregoing records available to Prosper Portland and its representatives, as Prosper Portland may reasonably request from time to time, to enable Prosper Portland to perform examinations and audits and make excerpts and transcripts. In addition, Venture Portland shall permit Prosper Portland and its representatives to inspect the work product arising from the Grant and the work performed as a part thereof, as Prosper Portland may reasonably request from time to time. This Section 1.7 shall survive any termination of this Agreement.

Section 1.8 Audits

Prosper Portland, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant at any time during implementation of the program and during the three-year period after the Completion Date. 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 finds that payments to Venture Portland exceeded the amount to which Venture Portland was entitled, then Venture Portland shall repay that amount to Prosper Portland. This Section 1.8 shall survive any termination of this Agreement.

ARTICLE 2
MISCELLANEOUS PROVISIONS

Section 2.1 Counterparts

This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 2.2 Survival

All agreements, representations, and warranties made by Venture Portland in this Agreement shall survive the execution and delivery of this Agreement.

Section 2.3 Notice

Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted (answer back or receipt confirmed), addressed to the parties as follows:

Venture Portland:

Heather A. Hoell, Executive Director
Venture Portland, Inc.
1125 SE Madison St, Suite 112
Portland, OR 97214
Phone: (503) 477-9648 x301
heather@VenturePortland.org

Prosper Portland:

Tory Campbell, Entrepreneurship and Community Economic Development
Prosper Portland
222 NW Fifth Avenue
Portland, OR 97209
Phone: (503) 823-3231
campbellt@prosperportland.us

With copies to:

Prosper Portland
Attn: General Counsel
222 NW Fifth Avenue
Portland, OR 97209
Phone: (503) 823-3200
Fax: (503) 823-3368

Office of Commissioner Fish
Attn: Jamie Dunphy, Policy Coordinator
1221 SW 4th Ave, Rm 240
Portland, OR 97204
Phone: (503) 823-3599

Section 2.4 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 2.5 Governing Law

This Agreement and all other documents executed in connection herewith shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 2.6 Assignment

Venture Portland may not assign this Agreement, or any interest herein, without the prior written consent of Prosper Portland.

Section 2.7 Modification; Headings

This Agreement may not be modified or amended except by an instrument in writing signed by all parties hereto. This Agreement reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for reference only and shall not limit or otherwise affect any of the terms hereof.

Section 2.8 Validity; Severability

If any provision of this Agreement is held to be invalid, such event shall not affect the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision to carry out the intent of this Agreement to the maximum extent possible.

Section 2.9 Exhibits

The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof.

Section 2.10 Time of Essence

Time is of the essence of this Agreement and all other documents executed in connection herewith.

Section 2.11 Completion Date

Venture Portland shall complete the Standard Venture Portland Work Plan (Exhibit A) and the Catalytic Investment Initiative (Exhibit B) no later than June 30, 2019 (the "**Completion Date**"), on which date Venture Portland's authority to expend Grant funds shall end.

Section 2.12 Relationship between the Parties

The parties intend that the relationship created by this Agreement is that of independent contracting parties. No party hereto shall be deemed an agent, partner, joint venturer, or related entity of any other party by reason of this Agreement.

Section 2.13 No Third Party Beneficiaries.

This Agreement is between the parties and creates no third-party beneficiaries. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

Section 2.14 Agreement Administration

Tory Campbell or such other person as may be designated by the Executive Director of Prosper Portland is authorized to administer this Agreement on behalf of Prosper Portland. Heather A. Hoell or such other

person as may be designated by the President of Venture Portland is authorized to administer this Agreement on behalf of Venture Portland.

Section 2.15 Indemnity

Venture Portland shall indemnify and hold the City of Portland and Prosper Portland, and their employees, officers and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) arising out of or related to this Agreement, other than liabilities, claims, losses, damages, or expenses arising solely from the gross negligence or willful misconduct of the City or Prosper Portland. This Section 2.15 shall survive any termination of this Agreement.

Section 2.16 Termination

Prosper Portland may, upon thirty (30) days written notice to Venture Portland, terminate this Agreement if, through any cause, Venture Portland shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Venture Portland shall violate any of the covenants, agreements, or stipulations of this Agreement. Upon termination of this Agreement, Venture Portland shall promptly repay to Prosper Portland all Grant funds disbursed to Venture Portland that are not necessary to cover costs incurred prior to the date of termination in implementing the work contemplated by this Agreement. In addition to provisions of this Agreement that, by their express terms, survive termination, Grantor's rights and remedies arising from Venture Portland's material breach of this Agreement, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives as of the date first above written.

Venture Portland

By: _____
Matthew Micetic, President

Prosper Portland

By: _____
Kimberly Branam, Executive Director

Approved as to form:

Prosper Portland Legal Counsel

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<p>Build Business District Capacity</p> <p>TECHNICAL ASSISTANCE: Provide district-specific technical assistance to business district leaders. Address unique district issues as they occur. Utilize recurring topic 'best practice checklists' to manage increasing frequency of requests; streamline 'library' of resources and increase district access via website. Personalize resources to help districts achieve targeted results. Promote infrastructure excellence and strengthen district stability. Help districts increase membership 10% city wide (Strategic Plan: Year 1) and create 'leadership pipelines'. Provide referrals as appropriate. Help districts review and/or amend bylaws to ensure compliance with governing documents. Continue Mentoring Connections. Utilize 'R&D' function of Catalytic Investment Initiative to expand district resources. Help districts effectively utilize new economic/demographic database.</p> <p>CONSULTING: Provide member-discounted Fee-For-Service Consulting:</p> <ul style="list-style-type: none"> • District Identity • Governance • Membership • Staffing (using Catalytic Investment Initiative model) <p>Address unique district issues. Promote infrastructure excellence and strengthen district stability. Help districts increase membership, improve governance and strengthen identity. Generate revenue.</p> <p>INTEREST GROUPS: Facilitate Groups to best meet constituents' unique needs; explore Interest Group newsletter.</p> <ul style="list-style-type: none"> • Event Managers (annual) 	<p>Training Manager, Staff</p>	<p>Provide critical support system for business districts and leaders. Connect districts to external experts. Leverage current and past training materials, best practices, and mentoring connections. Help districts increase membership 10% city wide and achieve financial stability. Meet 3-year Strategic Plan Goals.</p>	<p>Budgeted (Personnel)</p>
<p>ED, Training Manager, Staff</p>	<p>Provide critical support system for business districts and leaders. Meet 3-year Strategic Plan Goals.</p>	<p>Budgeted (Personnel) Revenue Source (Fees)</p>	
<p>Training Manager, ED</p>	<p>Create sense of community among critical groups. Target relevant information to appropriate audience; tailor programs and skill-building to</p>	<p>Budgeted (Capacity Building)</p>	

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<ul style="list-style-type: none"> Officers (annual) Presidents (quarterly) Staffers (quarterly) Treasurers (quarterly) 		unique group needs. Ensure consistent communication with stakeholders.	Revenue Source (Sponsors)
<p>TRAINING: Implement annual Capacity Building Training Calendar based on needs assessment (5-10 trainings/workshops). Connect training to business district Benchmarks and governance capacity and best practices programs. Utilize recurring topic 'best practice checklists' as training tools; streamline 'library' of resources and increase district access via website. Personalize resources/follow-up to help districts achieve targeted results. Share calendar with Prosper Portland.</p> <ul style="list-style-type: none"> In-District Training – provide up to 10 Video – Continue 'Venture Portland Production' videos: expand access to online training content via video and online channels 	Training Manager	Strengthen district capacity during every stage in business district evolution. Respond to district training needs/requests. Prioritize business district economic development contributions. Strengthen partnerships with Prosper Portland and like-minded CBOs. Generate revenue.	Budgeted (Capacity Building) Revenue Source (Fees; Sponsors)
<p>BEST PRACTICES: Increase use of Best Practices Library; increase district access via website. Create or maintain toolkits/tools/checklists for key district issues including:</p> <ul style="list-style-type: none"> Annual Business District Check-Up Benchmarking Success District Identity (brand, banners, baskets, street furniture, etc) Diversity Goals Financial Management/Reporting Governance Internal Controls and Annual Filings Leadership Development and Personnel Management Leadership Pipeline Membership Solicitation/Management 	Training Manager	Strengthen organizational health of business districts. Foster efficient and organized district infrastructure; limit business district liability. Help districts design excellent programs. Share valuable experience and community-driven best practices between business districts. Cross-pollinate neighborhood economic development activities. Groom business district leadership; support smooth governance transitions.	Budgeted (Capacity Building)

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<ul style="list-style-type: none"> Message/Media/Social Media Signature/Seasonal Events <p>Connect best practices to Benchmarks; help districts increase resilience through Benchmark Achievement (Strategic Plan: Year 2).</p>			
<p>START-UP: Continue Emerging District Start-up Support program. Support districts in transition; produce 'Transition Toolkit'.</p>	Grants Manager, ED	Foster emerging and start-up districts. Help associations evolve to best serve changing districts.	Budgeted (Capacity Building)
<p>MAIL/STORAGE: Provide secure mail collection and store Corporate Documents for business districts; offer 'Year-End Document Assessment'.</p>	Training Manager	Provide requested service. Strengthen organizational health and stability of districts.	Budgeted (Capacity Building; Office)
Promote and Market Business Districts			
<p>STORY: Effectively tell the story of business district value. Produce at least 4 Business District Spotlights; share content with partners to expand distribution. Explore video as tool to amplify profiles.</p>	ED, Communications Manager	Explain value and impact of business districts and neighborhood economic development.	Budgeted (Newsletters; Marketing/Promotion; Website)
<p>DISTRICT IDENTITY: Help business districts establish and maintain a brand/district identity. Grow relationships with Designers.</p>	Communications Manager, ED	Clarify distinction between district and association; increase focus on economic development.	Budgeted (Capacity Building)
<p>MARKETING CAMPAIGNS: Implement annual marketing campaign calendar:</p> <ul style="list-style-type: none"> #pdxLOVESsmallbiz Small Business Week Summer Local Fall Into Local Localize the Season/Pledge Local <p>Increase awareness of districts, businesses and events. Produce campaign collateral; secure at least 10 positive media stories; explore paid ads. Produce city wide 'Join Business Association' marketing campaign; explore adding 'Shop Local' campaign.</p>	Communications Manager	<p>Increase organization visibility. Provide business districts campaign collateral. Improve positioning of business districts; increase visibility. Tell Portlanders about the value and impact of business districts and neighborhood economic development.</p>	<p>Budgeted (Newsletters; Marketing/Promotion; Website)</p> <p>Revenue Source (Partners)</p>
<p>WEBSITE: Maintain website: map; annual member update; seasonal calendar update of business district events; ongoing news/resources update. Continue 'Venture</p>	Communications Manager	Encourage Portlanders to Venture Out; increase traffic to districts. Promote members. Provide on-line	Budgeted (Website)

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
Portland Production' videos. Increase access to 'best practice checklists', tools/training content/foolkits; streamline 'library' of resources on website. Manage domains, hosting and security.		access to resources including foolkits, grants and trainings.	
SOCIAL MEDIA: Maintain social media channels (Facebook, Twitter, Vimeo, Instagram, YouTube); increase followers 10-20%. Control online brand. Coordinate with members' electronic assets.	Communications Manager	Promote business district events; increase traffic to business districts. Provide consistent, rich content for business districts. Engage Portlanders; increase supporters.	Budgeted (Personnel)
NEWSLETTER: Produce quarterly newsletter to highlight Venture Portland and business district events. Produce quarterly 'District Spotlight' to profile members. Use 'Breaking News' format for consistent updates on major activities. Increase subscribers 5-10%.	Communications Manager	Increase communication, branding, sense of community, marketing opportunities.	Budgeted (Newsletters)
DESIGN: Strengthen relationships with district designers; help districts understand value of design. Provide professional design services (menu) for member districts (through Fee-for-Service Consulting).	Communications Manager	Strengthen brand. Professionalize communication. Meet growing need.	Budgeted (Personnel)
MEDIA: Build relationships with media outlets and stakeholder press teams. Update media database and share with business districts. Secure earned media; at least 10 positive media stories and 50 business district mentions.	Communications Manager, ED	Increase communication, branding, and awareness of organization and business districts. Increase media coverage. Help district increase membership 10% city wide and achieve financial stability.	Revenue Source (Fees) Budgeted (Personnel)
ANALYSIS: Continue analysis of marketing efforts. <ul style="list-style-type: none"> • Media review of coverage and trends • Extensive Google alerts • Web/social media usage and trends • Newsletter subscriptions/readership 	Communications Manager	Assess and respond to trends and usage in real time. Ensure strategic response to media. Increase likelihood of securing earned media and additional supporters.	Budgeted (Personnel)
Implement Grants Program			
GRANTS: Implement grants program with expanded training and technical assistance: <ul style="list-style-type: none"> • Annual Grant Training with Certification (September 2018) 	Grants Manager, ED, Grants Committee	Help business districts establish strategic plans for benchmark achievement. Increase business district capacity to seek and secure	Budgeted (Capacity Building, Personnel)

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<ul style="list-style-type: none"> Dedicated Grants Office Hours for technical assistance with project planning prior to application release (16-32 hours/cycle) Dedicated Grants Office Hours for technical assistance with grant applications (40-80 hours/cycle) <p>Help districts achieve Benchmarks (Strategic Plan: Year 2); utilize grants program to incentivize achievement and best practices. AWARDS: Distribute bi-annual Benchmark Grants, annual Economic Development Grants and, as possible, one-time, Catalytic Grants.</p>		funding outside Venture Portland. Leverage partnership opportunities with diverse stakeholders. Increase percentage of self-sustaining events and activities. Increase evaluation and budgeting skills for use with all operations. Meet 3-year Strategic Plan Goals.	
<p>STEWARDSHIP: Maintain robust stewardship program including benchmark tracking; help districts track/understand Benchmark progress. Implement grant coordinator development and skill-building support systems. Attend grant-funded events. Ensure compliance: manage variance requests; engage contract signers in all communication.</p>	ED, Grants Manager, Grants Committee Grants Manager, ED, Grants Committee	Provide seed money to districts. Support innovative neighborhood economic development opportunities. Expand potential for business district marketing and promotion. Steward Venture Portland's funds. Increase professionalism of grant applications. Groom business district grant coordinators.	Budgeted (Grants) Budgeted (Personnel)
<p>Strengthen Venture Portland (Governance and Operations)</p>			
<p>BOARD: Host 4 restructured Board meetings and annual Membership meeting (April 2019). Implement formal Board recruitment process in partnership with District Presidents. Ensure smooth governance transition (April/May 2019); host Orientation for new delegates (May 2019). Host 20 restructured Committee meetings; ensure structure maintains Board engagement and strategic priorities. Support Board members' dual role as Director/Delegate.</p>	Board, Staff	Ensure organization's policy and fiduciary oversight. Increase understanding and awareness of business district operations. Provide networking opportunities. Generate revenue. Continue successful communication vehicle.	Budgeted (Capacity Building; Events/Meetings; Personnel)
<p>STRATEGIC PLAN: Launch Year 2 of 3-year Strategic Plan (2017-2020):</p>	Board, Staff	Continue Venture Portland momentum. Connect stakeholders to	Budgeted (Personnel; Events/Meetings)

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<ul style="list-style-type: none"> Increase District Members (25-50% of total neighborhood businesses) Increase District Resilience (Achieve 2-3 Benchmarks/district) Increase District Staffing (10+ hours/week for all members) 		organization. Strengthen districts. Evaluate strategic progress.	
CHECK-UP: Complete annual governance 'Check-Up' and 'Benchmarking Success'.	Board, Staff	Ensure operational oversight and infrastructure excellence. Serve as model for business districts.	Budgeted (Personnel)
FINANCIAL REVIEW: Complete FY 17-18 external financial review; submit annual tax returns.	ED, CPA, Treasurer	Secure external financial oversight. Accurately track and report revenue and use of funds. Maintain internal controls and financial management transparency.	Budgeted (Professional Services: Accounting)
BRAND: Maintain brand relevance. Increase awareness of brand and business districts. Protect intellectual property; trademark as appropriate.	ED, Communications Manager	Increase organization visibility. Provide samples/templates for business districts. Strengthen positioning of organization and business districts; increase visibility.	Budgeted (Personnel)
VISIT DISTRICTS: Visit each business district 1-4 times (attend at least 1 Board meeting). Implement 'District Leads' to ensure equitable service delivery. Serve as a communication liaison for business districts.	Staff	Provide information. Solicit feedback. Connect stakeholders to organization. Continue successful communication vehicle. Increase awareness of organization, services and business district best practices.	Budgeted (Personnel; Travel)
MEMBERS: Facilitate annual membership campaign; deliver benefits. Retain 80% members. Set new member goals; connect Start-up Support to membership. Maintain historic tracking.	ED	Raise operational funds. Engage new/lapsed districts. Track member upgrades/business district evolution. Increase organizational strength through district representation. Ensure delivery of member benefits.	Budgeted (Personnel; Postage and Delivery) Revenue Source (Fees)
CITY COUNCIL: Coordinate with Commissioner Fish, City Council Liaison. Secure support for business districts on City Council. Maintain strong relationships with City Commissioners. Present annual report to Council (January 2019).	ED, President, Executive Committee	Increase visibility of organization and business districts. Increase partners across city. Protect funding. Grow advocacy capacity.	Budgeted (Personnel)
CITY BUREAUS: Strengthen relationships with city Bureaus and new Directors (BPS,	ED, President, Executive Committee	Increase visibility of organization and business districts. Ensure strong	Budgeted (Personnel)

**VENTURE PORTLAND Work Plan
 2018-2019**

TASK	RESPONSIBLE	VALUE	COST
<p>ONI). Host Business District Town Halls/Focus Groups as appropriate. Facilitate 'street fair permit' streamlining. Update district map and economic demographics. Build relationship with new Prosper Portland Contract Manager. Serve on Bureau Advisory Committees. Provide quarterly business district contact updates to ONI for bureau databases; ensure new District Communication policy implemented. Secure new business listings from Revenue Bureau.</p>		<p>communication with opinion leaders. Increase partners across city. Grow advocacy capacity. Streamline permit process. Increase coordination on City projects that impact districts.</p>	
<p>PARTNERS: Strengthen relationships with PBA, Travel Portland and other key partners and stakeholders. Coordinate business support efforts. Maintain 'Age-Friendly Business' and 'Sustainability at Work' certifications. Support 'Age-Friendly Business Awards'; co-host Award Ceremony (October 2018). Host meetings.</p>	<p>ED, Executive Committee</p>	<p>Increase visibility of organization and business districts. Ensure strong communication with opinion leaders. Increase partners across city. Grow advocacy capacity.</p>	<p>Budgeted (Personnel)</p>
<p>STAFF: Maintain efficient staffing. Support professional development to ensure program, operations and customer service excellence. Continue formal staff meetings and check-ins; manage burnout. Implement new Employee Handbook. Implement district staffing using Catalytic Investment Initiative model.</p>	<p>ED, President</p>	<p>Maintain excellent staff morale and performance; provide high quality customer service.</p>	<p>Budgeted (Personnel; Professional Development) Revenue Source (Fees)</p>
<p>OFFICE: Maintain efficient office; ensure supplies and equipment support strategic priorities. Negotiate new lease. Strengthen vendor relationships and leverage business districts for service providers.</p>	<p>ED</p>	<p>Maintain infrastructure efficiency to ensure business districts come first.</p>	<p>Budgeted (Personnel; Office Expense and Supplies; Equipment Rental)</p>
<p>DATA: Track data for program analysis and design. Analyze technical assistance trends/training evaluations to determine future capacity building needs. Streamline contact management. Explore CRM with member-use capacity.</p>	<p>Staff</p>	<p>Produce efficient funder/member reports; clearly articulate organization value. Ensure services responsive to member needs. Professionalize communication; expand network.</p>	<p>Budgeted (Personnel)</p>

**VENTURE PORTLAND Work Plan
 2018-2019**

Catalytic Investment Initiative (East/North)			
TASK	RESPONSIBLE	VALUE	COST
Build Business District Capacity			
Implement participation contracts; help districts plan for 'graduation'. Manage district transitions.	ED	Clarify roles and responsibilities; reduce conflict.	Budgeted (CII)
Manage Business District Organizers; implement Business District Work Plans. Formalize 'R&D' function of Catalytic Investment Initiative to expand district resources. Increase membership and association revenue 10-20%.	CII Districts, ED, Organizers	Ensure delivery of member benefits. Address burnout and leadership fatigue. Strengthen ties between businesses and residents. Invigorate districts.	Budgeted (CII)
Distribute non-competitive grants to targeted East and North Portland districts; maintain robust stewardship program including benchmark tracking. Attend grant-funded events. Ensure compliance; manage Provide district-specific training and technical assistance.	CII Districts, ED, Organizers, Grants Manager	Provide catalytic funding to launch new member benefits and generate additional revenue.	Budgeted (CII)
Host Annual 'Quadrant Conversation' cross-quadrant gatherings for targeted East and North Portland districts.	CII Districts, ED, Organizers, Training Manager	Provide best practices and tailored resources for unique East Portland needs; limit business district time spent 'recreating the wheel'.	Budgeted (CII)
Increase volunteers 10-20%; set diversity benchmarks.	CII Districts, ED, Organizers, Training Manager	Build community, enable cross-district programming and partnership and increase collective community-building skills. Address volunteer isolation, burnout and frustration. Expand business network. Strengthen East Portland district identity.	Budgeted (CII)
Support 2 revenue-generating events per district; increase association and district business revenue 10-20%.	CII Districts, ED, Organizers, Grants Manager, Training Manager	Build community. Address burnout and leadership fatigue. Ensure leadership reflects evolving districts. Support district identity. Make cash registers ring. Strengthen ties between businesses and residents.	Budgeted (CII)

Exhibit C



**PROSPER
PORTLAND**

**REQUEST FOR GRANT OR
LOAN DISBURSEMENT**

Special handling

GRANT OR LOAN NUMBER: 69230701
GRANTEE / BORROWER: Venture Portland, Inc.
PROJECT ADDRESS: 1125 SE Madison St, Suite 112
GRANT / LOAN PROGRAM: Venture Portland

FUND #: 101
Borrower Vendor #: 73

Check if prevailing wage applies:

I. TO BE COMPLETED BY GRANTEE OR BORROWER REQUESTING DISBURSEMENT

Description of draw or of work performed:	Payment amount requested: \$						
Payee is: <input checked="" type="checkbox"/> Grantee / Borrower <input type="checkbox"/> Third party / contractor							
Payee info: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Name:</td> <td>Venture Portland, Inc.</td> </tr> <tr> <td>Mailing address:</td> <td>1125 SE Madison St, Suite 112</td> </tr> <tr> <td>City, State, Zip:</td> <td>Portland, OR 97214</td> </tr> </table>		Name:	Venture Portland, Inc.	Mailing address:	1125 SE Madison St, Suite 112	City, State, Zip:	Portland, OR 97214
Name:	Venture Portland, Inc.						
Mailing address:	1125 SE Madison St, Suite 112						
City, State, Zip:	Portland, OR 97214						
The undersigned requests disbursement to the above payee in the amount shown above. The Grantee or Borrower certifies that such payment is in accordance with the terms and conditions of the documents executed in connection with the above referenced grant or loan, and (if applicable) related construction contracts or agreements for materials or services have been filed with the Commission. Additionally, the Grantee or Borrower certifies that any applicable certifications, receipts, invoices or change orders are attached and properly executed, and the Grantee or Borrower acknowledge acceptance of work performed and/or materials received.							
Grantee or Borrower signature:	Date:						

2. TO BE COMPLETED BY Prosper Portland PROGRAM STAFF REQUESTING DISBURSEMENT

Payee vendor # : 73	Amount requested: \$	Final disbursement? <input type="checkbox"/> Yes	Work order? <input type="checkbox"/> Yes
Comments:			

REQUIRED INFORMATION ATTACHED FOR PROCESSING (attach all that apply):

Invoices from grantee / borrower / third party
 Continuation sheet
 Other:

3. Prosper Portland APPROVALS FOR PAYMENT (name, signature, date)	4. ACCOUNTS PAYABLE DATA REVIEW AND PAYMENT RELEASE	
Prosper Portland Program Staff requesting disbursement Tory Campbell	Date:	Accounts Payable review and data entry
Prosper Portland Departmental Approval	Date:	initial / date
Prevailing Wage Specialist Approval (if applicable)	Date:	Accounting Approval
Budget Analyst	Date:	initial / date

Venture Portland FY 18-19 Budget
 PROSPER PORTLAND

3 DISTRICTS
APPROVED
PROSPER PORTLAND
 07/15/18
FY 18-19
Budget

Ordinary Income Expense		
Income		
	City of Portland Grant	536,528
40000	Capacity Building Contract	336,528
40010	Catalytic Initiative Contract	200,000
	Grant Awards Carryover	673.25
	Catalytic Investment Carryover	3,090
Total Income		540,291
Expense		
PROGRAM		
60800	Capacity Building	6,000
	Operations	5,000
	Catalytic Investment	1,000
60200	Events/Meetings	6,000
	Annual	2,000
	Board et al	3,500
	Catalytic Investment	500
60300	Grant Awards	100,339
	Benchmark/EcDev	66,673
	Catalytic Investment	31,090
60400	Marketing/Promotion	5,000
60500	Newsletters	750
60700	Website	1,000
	TOTAL PROGRAM	119,089
ADMINISTRATION		
72000	Personnel	348,084
72400	Wages	265,468
72310	Payroll Tax	29,201
72120	Health Insurance	43,285
72110	Retirement	8,330
73240	Payroll Service Fees	1,800
71000	Recruitment	
73240	Professional Services	13,700
73210	Accounting	10,000
73220	IT Support	1,200
73250	Legal Fees	2,500
70600	Insurance	4,620
70610	D&O	1,807
70620	Liability	813
70630	Workers Comp	2,000
71000	Office	48,610
70500	Equipment Rental	3,554
71300	Office Expense	2,000
71200	Office Supplies	2,000
73500	Rent	30,156

	Janitorial	3,600
73700	Telephone/Internet	3,700
73900	Utilities	3,600
73100	Postage & Delivery	500
72900	Printing & Reproduction	2,000
70300	Licenses, Fees, Dues, Subscription	439
73800	Travel	2,000
73900	Professional Development	1,000
70100	Bank Charges	250
	TOTAL ADMINISTRATION	421,203
Total Expense		540,291
Net Ordinary Income		0

Venture Portland General Fund Performance Metrics	Target FY 2018-19
Number of technical assistance and training hours	2,900
# of Volunteer Hours	1,980
Number of projects funded by Venture Portland	35
Number of business district members	43 (Includes CII)
Percentage of General Fund budget awarded to business districts	18%
Amount of grants disbursed to business districts from Venture Portland	\$66,673.00
Amount of private funds raised by Business District Associations to match Venture Portland grants	\$650,000
Catalytic Investment Initiative:	
Support targeted business districts in East and North Portland	8
Grant awards disbursed	\$31,090.00
Membership increase per district	10-20%
Leadership increase per district	10-20%
Revenue increase per district	10-20%

Venture Portland Reporting Template	Base Metrics FY 2017-18	Q1	Q2	Q3	Q4	Total	Percentage of goal met
Standard Venture Portland Activities:							
General fund investment	\$ 326,726						
Number of volunteer hours provided by Venture Portland Board members and other volunteers	1,980					0	0%
Amount of private funds raised by Business District Associations to match Venture Portland grants	\$650,000					\$0	0%
Number of training and technical assistance hours provided to Business District Associations by Venture	2900					0	0%
Amount of grants disbursed to business districts from Venture Portland	\$70,000					\$0	0%
Number of projects funded by Venture Portland	35					0	0%
Number of Business District Associations receiving grants from Venture Portland	43					0	0%
Catalytic Investment Initiative:							
General Fund Investment	\$ 166,000						
Support targeted business districts in East and North Portland	9	9	9	9	9	9	
Grant awards disbursed	\$28,000					\$ -	0%



PROSPER PORTLAND

Building an Equitable Economy

RESOLUTION NO. 7284

RESOLUTION TITLE:

AUTHORIZING A GRANT AGREEMENT WITH VENTURE PORTLAND TO IMPLEMENT BUSINESS DISTRICT SUPPORT PROGRAMS AND THE CATALYTIC INVESTMENT INITIATIVE FOR THE CITY OF PORTLAND DURING FISCAL YEAR 2018-19

Adopted by the Prosper Portland Commission on September 12, 2018

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Alisha Moreland-Capua MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Francesca Gambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda				

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

Pam Feigenbutz, Recording Secretary

Date:

September 13, 2018