



Services Contract

August 28, 2017

Contract between APANO Communities United Fund (herein "APANO CUF") and NAACP (herein "CONSULTANT")

PROJECT OVERVIEW: APANO CUF hereby engages services of CONSULTANT to assist the organization in Oregon New Democracy Reform Strategic Planning. CONSULTANT has a strong understanding of the Oregon landscape and the opportunities and challenges to improve our democratic process.

DESCRIPTION OF SERVICES: See Attachment A.

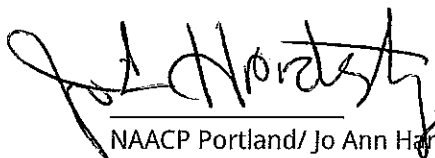
COMPENSATION: See Attachment A.

DIRECT CONTACT: Jo Ann Hardesty, President NAACP Portland
503-957-4364
PO Box 12333, Portland, OR 97212
joannhardesty@gmail.com

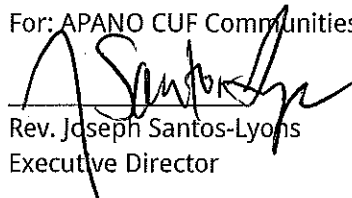
APPROVAL: Joseph Santos-Lyons, Executive Director, APANO & APANO CUF

TERM: The term of this contract is July 1, 2017 through June 30, 2018

For: Independent Contractor

 8/28/17

NAACP Portland/ Jo Ann Hardesty Date

For: APANO CUF Communities United Fund
 8/28/17

Rev. Joseph Santos-Lyons Date
Executive Director

CONDITIONS OF CONTRACT

The attached contract for services between APANO CUF Communities United Fund (herein "APANO CUF"), and XXX (herein "CONSULTANT"), is subject to the following:

1. **ACCESS TO RECORDS.** APANO CUF authorized representatives shall, upon request, have access to the books, documents, papers, and records of CONSULTANT that are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
2. **RESPONSIBILITY FOR LIABILITY.** CONSULTANT acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold APANO CUF harmless from and indemnify APANO CUF for any and all liability, settlements, loss, costs, and expenses, including attorney and paralegal fees at trial and on appeal, in connection with any action, suit, or claim allegedly resulting from activities under services provided, or the failure to provide activities or services pursuant to this Agreement, except with respect to any claim based on APANO CUF's alleged negligence or breach, whether in furtherance of this Agreement or arising out of any superceding agreement to which APANO CUF is a party.
3. **ADHERENCE TO LAW.** CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. APANO CUF is not liable for the CONSULTANT's salary withholdings, insurance costs, or other legally required payments related to their status as an independent CONSULTANT. Contractor is not an employee of APANO CUF and is therefore not eligible to participate in any of APANO CUF's benefits programs. The Contractor must meet and comply with the qualifications, standards and regulations contained in Form W-9 and be able to substantiate these upon request.
4. **NONDISCRIMINATION.** CONSULTANT shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONSULTANT shall comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.
5. **EARLY TERMINATION.**
 - A. This contract may be terminated by mutual consent of both parties or by either party upon seven (7) days notice in writing and delivered by certified mail or in person, or by email with email confirmation.
 - B. APANO CUF, by written notice of default, may terminate this agreement if CONSULTANT fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination due to default before completion of the services, payment of CONSULTANT shall be prorated through the date of termination and shall be in full satisfaction of all claims for compensation by CONSULTANT against APANO CUF under this Agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONSULTANT or liability of APANO CUF that accrued prior to termination.

6. PAYMENT. CONTRACTOR shall submit invoices for payment detailing work performed and costs no more than monthly to APANO CUF. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final payment shall be made within thirty (30) calendar days of receipt of such request for payment.

**Attachment A
NAACP Portland-APANO CUF Scope of Work**

This Scope of Work is intended to summarize the services provided by NAACP for APANO CUF Communities United Fund 501c3 (hereinafter "APANO CUF").

The NAACP mission is to eliminate racial discrimination for all people and to hold policymakers accountable for policies and practices that reinforce systems of discrimination and disparate outcomes for communities of color and other marginalized community members. My work on money in politics goes back to Portland Voter Owned Elections where my volunteers organized to pass this measure at Portland City Council. Grassroots volunteers were trained and support to present to talk to the public about PVOE and meet with elected leaders to push this reform. The group who led this effort were low-income, exfelons primarily people of color. This was their first opportunity to participate on a public policy decision and to share both the policy and the advocacy to pass it at the city council. The NAACP has been a long time support of radically reforming our democracy so the voices of all are able to access government and all racial and economic groups can run and sever in public office. The NAACP Portland Branch is a 501(c)4 organization led by our members who vote consistently to support campaign finance reform measures that reform our democracy so it works for us all. The NAACP Portland Branch also worked to pass the Multnomah County Measure 26-184 and the City of Portland's new public finance system. We are also partners at the state level attempting to move a public finance system this legislative session.

Budget: \$10,000/year payable on the following schedule:

- August 28, 2017: \$9,000
- February 1, 2018: \$1,000 upon completion of deliverables

The following **Scope of Work** seeks to jointly design, convene and execute a strategic planning process for a core group of New American Majority stakeholders to establish a shared vision and policy agenda on democracy/money in politics for Oregon. We aim to unite a new cohort of leaders whose constituencies face significant barriers to democratic participation, representation and policy results due to the corrupting and chilling effect of private money in politics.

1. Serve on the coordinating committee with APANO, co-creating and the overall workplan;
2. Conduct a minimum of 10 stakeholder interviews by September 15, 2017;
3. Outreach and turnout for October 13, 2017 convening with up to 10 stakeholders;
4. Attendance and co-facilitation for October 13, 2017 convening;
5. Input and editing into final report by January 31, 2019.

Project Workplan Overview

Phase I: Design & Input June 2017 to August 2017	<ul style="list-style-type: none"> • Formalize workplan • Research and summarize Oregon democracy/money in politics movement history • Identify stakeholders, allies, experts
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	<ul style="list-style-type: none"> • Conduct, document and evaluate 20 one-on-one interviews with stakeholders • Establish scope of work, recruit and select planning consultant • Plan Stakeholder Convening for September 2017
<p>Phase II: Strategic Planning</p> <p>September 2017 to November 2017</p>	<ul style="list-style-type: none"> • September 23rd, 2017 Stakeholder Convening (day-long) • Prioritize and adopt strategic plan • Assessments (issue, capacity) • Communications plan
<p>Phase III: Integration</p> <p>December 2017 to February 2018</p>	<ul style="list-style-type: none"> • Publish written summary of strategic plan • Develop budget proposal • Conduct report back with participants and ally stakeholders • Execute communications plan • Host funders briefing