East Portland Action Plan 2011 - 12 Civic Engagement Grant Funded Projects

2011.05.31

| Agency | Award | Project |
|--|-------|---|
| Latino Learning Community/ Comunidad Latina Para El Aprendizaje | | Latinos For Latinos/Lainos Para Latinos - LxL will: support a Project Coordinator, Outreach, and Volunteer Support to provide three cycles of three classes each of culturally and language-specific workshops to address subject areas identified as priorities by Latinos Learning Community members. |
| Immigrants Vista | | Crime Prevention Begins at Home will: support project coordination, recruitment, organizing, and training provision for Russian-Speaking/Slavic families in the East Portland area with the aim to 1) to raise the understanding, knowledge, and trust between this community and East Portland law enforcement and the judicial system; 2) train and motivate the community to engage in crime prevention and law enforcement awareness activities; and 3) expand the scope of involvement of the community to prevent crime and improve livability. |
| Asian Pacific American Network of Oregon (APANO) | | Vietnamese Community Leadership Roundtable will: provide a project assistant to work with APANO and the Vietnamese Community of Oregon to organize training and community building activities to engage the Vietnamese community in a language specific way in East Portland by conducting a bilingual survey and interview with potential participants. A leadership development series will be designed and executed to foster an ongoing community-based roundtable to connect immigrant and refugee history to community specific issues. |
| Immigrant and Refugee Community Organization (IRCO) | | Civic Engagement Workshop will: provide time for Diversity & Civic Leadership(DCL) staff to coordinate six Community Organizers (graduates of the IRCO DCL program) to organize, lead, and provide follow-up to six different immigrant communities in culturally and language-specific workshops with technical assistance from the Multnomah County Community Capacitation Center. Workshops will address a topic/subject area defined by the DCL graduates from their specific ethnic community and each Community Organizer will engage the group in learning how services with in the area selected are actually funded. Workshop participants will commit to next-steps in educating their community and community involvement. |

| Native American Youth and Family Center (NAYA) | \$11,000 Empowering Native Americans for Civic Engagement will: partner with Portland Youth and Elders Council to provide culturally-specific civic engagement workshops for Native Americans living in East Portland and fund NAYA Project Leaders to provide outreach to Native residents in East Portland to build capacity and engage emerging Native community members who are currently actively involved, to serve as role models and bridge builders to opportunities for community engagement. Native community members will help do outreach, lead sessions, and assist in organizing and communicating about the meetings. All participants will feel connected to their community, learn about the topics discussed, meet leaders, and engage in creating and working on solutions to address their concerns and interests in a meaningful and sustained way. |
|--|---|
| Latino Network | \$8,000.00 East Portland Latino Leaders Workshop will: provide two Spanish-speaking Latino staff members to organize, recruit, and conduct workshops that utilize the Academia de Lideres Latinos model to encourage Latino leaders, regardless of community organizing experience to: identify community-based critical issues, learn practical hands on methods of engagement, and develop and deliver testimony to government/elected officials. Participants are then networked and supported to join public boards and commissions. |
| The Skanner Foundation | \$10,000 FOCUS EAST will: invite leaders to focus group events addressing 'The Law and Crime Prevention', 'Jobs and Employment', and 'Health', to build a thriving community experience for African Americans living in East Portland. A Project Director will be funded to oversee the project, arrange speakers, develop promotion, identify community leaders, secure venue, and establish focus group formats. A Video Tech Specialist will film, edit, reproduce, and disseminate videos of the Focus Group events. At the end of each initial event, volunteer leaders willing to move the topics forward will be identified. A second round of FOCUS EAST events will use the recordings of the initial presentations to present the informational part of the presentations. Participants will be given copies of the DVD's to share the information with other community members. |

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Immigrant and Refugee Community Organization (IRCO) in an amount not to exceed \$9,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- 3. Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded Immigrant and Refugee Community Organization (IRCO) with an allocation of \$9,000.00.

Immigrant and Refugee Community Organization's Civic Engagement Workshop project will:

provide time for Diversity & Civic Leadership(DCL) staff to coordinate six Community Organizers (graduates of the IRCO DCL program) to organize, lead, and provide follow-up to six different immigrant communities in culturally and language-specific workshops with technical assistance from the Multnomah County Community Capacitation Center. Workshops will address a topic/subject area defined by the DCL graduates from their specific ethnic community and each Community Organizer will engage the group in learning how services with in the area selected are actually funded. Workshop participants will commit to next-steps in educating their community and community involvement.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through Immigrant and Refugee Community Organization's Civic Engagement Workshop project:

- Community Organizers for the following six communities (Chinese, Vietnamese, Slavic, Ethiopian, Burmese, and Bhutanese) will conduct two 2-hour sessions in the community's native language.
- Intended attendance at each session is 10-15 participants (60-90 total unduplicated participants).
- Workshop topics/subject matter will be developed by each community's DCL graduates, based upon that community's specific needs/priorities.
- Workshop participants will commit to educate at least three other peer community members and attend at least two community meetings or public forums within six months.
- Childcare and transportation will be provided for the workshops as needed.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland Immigrant and Refugee Community Organization materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program

 EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;

- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. <u>Amendment</u>. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. <u>Reports</u>: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. 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 final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$9,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries,

and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action 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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

- 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the

CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

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- 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local

taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.

- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE

EXHIBIT B

without the prior written permission of CITY.

V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGNATURE |
|--|
| Name (please print): The Immigrant & Refugee Community Organization Address: 10301 NE Glisan St Portland OR 97220 |
| Employer Identification Number (EIN) 93 -080 6295 |
| City of Portland Business License # |
| Citizenship: Nonresident alien YesX No |
| Business Designation (check one):IndividualSole ProprietorshipPartnershipCorporationLimited Liability Co (LLC)Estate/TrustPublic Service CorpX Government/Nonprofit |
| Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding. |
| I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement. |
| Approved by the Grantee: Sokhom Touch Name Sokhom Touch Date Dat |
| Executive Director Title |

| Grant No | |
|--|----------------|
| Grant Title: | |
| | |
| CITY OF DODTLAND SIGNATIN |) T.C |
| CITY OF PORTLAND SIGNATUR | <u>XES</u> |
| Approved by Office of Neighborhood Involvement: | |
| Amalia Alarcón de Morris, Director | Date |
| Approved as to form by City Attorney APPROVED AS TO FORM | |
| Office of City Approxy TORNEY | 6/4/11 Date |
| SUBJECT TO INSURANCE APPROVAL | • |
| Approved | |
| by City Auditor: | |
| | |
| Office of City Auditor | Date |

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

| CO | | Compensado | remourance. | | ed to act on t | ochalf of | entit | y designat | ed below, he | reby certify that entity has |
|-------------|---|----------------------------------|--|--|---------------------------------------|--------------------------|------------------|--------------------------|----------------------------------|---|
| | Contractor 5 | Signature | Jakhon | Touch | Date | 6- | 3. | - (1 | Entity | Teco |
| II ce | entity doe | s not have | Workers' er of this fo | Compensation | Insuranc | e, City | Pro | ject Ma | nager and | d Contractor |
| OR busi | | | | lards. As used in valid for remuneration state. The contracted | | | | | | , and 701, an individual or s as an "independent |
| 1. T | The individual he labor or sei | or business or vices, subjec | entity providing t only to the rig | g the labor or service ght of the person for | es is free fro whom the l | m direct abor or s | ion ar servic | id control es are pro | over the mea | ns and manner of providing ify the desired results; |
| 2. T | The individual occupation lice | or business c enses required | ntity providing I by state law o | ; labor or services is r local government | responsible ordinances f | for obta or the in | ining divid | all assum ual or bus | ed business r iness entity to | egistrations or professional conduct the business; |
| 3. T | he individual abor or service | or business e es; | ntity providing | labor or services fo | rnishes the | tools or | equip | ment nece | ssary for per | formance of the contracted |
| | | | | | | | | | | om the labor or services; |
| 5. P | ayment for the annual or pe | e labor or ser riodic retaine | vices is made u r. | pon completion of t | he performa | nce of s | pecifi | c portions | of the projec | t or is made on the basis of |
| | City Pro | oject Manage | Signature | | | ············ | | Y - | | |
| SEC | TION C | | | | | | | L | Date | |
| Indep | endent contra | ctor certifies | he/she meets th | ne following standar | ds. | | | | | |
| 1. Ti | ne individual c | or business er | tity providing | | registered u | nder OR | S Cha | pter 701, | <u>if</u> the individ | ual or business entity |
| | deral and state creturn were f evious year; a | | returns in the n revious year if | ame of the business the individual or bu | or a busine siness entity | ss Sched perfore | lule C ned la | or form S abor or ser | Schedule F as rvices as an i | part of the personal income adependent contractor in the |
| bu: en | siness entity p | erforms farm | labor or service | ness entity files a S | chedule Fas | s part of | the p | ersonal ind | come tax retu | pendently established rns and the individual or y is considered to be ractor check four or more of |
| | Α. | portorns | or services are ne labor or servition of the busi | rices, or are briman | itat a location | on that is it in a sp | sepa ecific | rate from portion o | the residence f the residence | of an individual who ee, which portion is set aside |
| | В. | Commercial the individual | al advertising o ual or business | r business cards as entity has a trade as | is customary | in oper embersh | ating ip; | similar bu | isinesses are | purchased for the business, or |
| | C. | Telephone by an indiv | listing and servidual who perf | vice are used for the forms the labor or se | business the | at is sepa | arate i | from the p | ersonal resid | ence listing and service used |
| - | D. | Labor or se | rvices are perfe | ormed only pursuan | t to written | contracts | 3; | | | |
| | E. | Labor or se | rvices are perfo | ormed for two or mo | ore different | persons | with | in a period | d of one year | ; or |
| | F. | O Tracticou L | ual or business by the ownershi or services to | in of performance p | ancial respoi onds, warra | nsibility nties, err | for de | efective w nd omissio | orkmanship on insurance | or for service not provided as or liability insurance relating |
| | Contractor | r Signature | | | · · · · · · · · · · · · · · · · · · · | | | Da | ıte | |

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

| 1. | Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027). |
|----|---|
| 2. | Required and attached or Waived by City Attorney : |
| | General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantec's services to be provided under this Grant agreement: |
| 3. | Required and attached or Waived by City Attorney: |
| | Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable: |
| 4. | Required and attached or Waived by City Attorney: |
| | Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately. |
| 5. | On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED the

| the terms and conditions of the polic certificate holder in lieu of such endo | | | policies may require ans). | endors | ement. A si | atement on t | this certificate does no | t confe | ≝D, subject to ∍r rights to the | |
|--|----------------------------|--------------------------------|--|--|---|---|--|-----------------|--|--|
| PRODUCER | | | | CONT | ACT Cindy | Mohr | | | | |
| Beecher Carlson Insurance Agency LLC | | | | PHONE (A/C, No. Ext): (503) 222-1831 FAX (A/C, No): (503) 274-0323 E-MAIL ADDRESS: cindy.mohr@beechercarlson.com | | | | | 1) 274-0322 | |
| 220 NW 2nd Ave Ste 800 | | | | | Ess. cindy | mohr@beed | chercarlson.com | 10]: (303 | 7274-0323 | |
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| Immigrant & Refugee Community Organization, 10301 NE Glisan | | | | | INSURER B: | | | | | |
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| Portland OR 9 | 722 | 0 | | INSUR | | | | | | |
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| GENERAL LIABILITY | | | | | | MARCON (T) | EACH OCCURRENCE | \$ | 1,000,00 | |
| X COMMERCIAL GENERAL LIABILITY | | 1 . | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | s | | |
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| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE | \$ | 2,000,00 | |
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| X ANY AUTO | | | | *************************************** | | 1 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,00 | |
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| SCHEDULED AUTOS | | | | | 11/1/2010 | 11/1/2011 | BODILY INJURY (Per accider | | | |
| X HIRED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | | |
| X NON-OWNED AUTOS | | | | | | | Uninsured/Underinsured | \$ | 1,000,00 | |
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| DEDUCTIBLE X RETENTION 6 10 000 | | | | | | | | s | | |
| X RETENTION \$ 10,000 WORKERS COMPENSATION | | | PHUB324024 | | 11/1/2010 | 11/1/2011 | | \$ | | |
| AND EMPLOYERS' LIABILITY | ĺ | | | | | | WC STATU- OTH | | | |
| TANT PROPRIETOR/PARTNER/EXECUTIVE F | N/A | | | | | | E.L. EACH ACCIDENT | \$ | | |
| (Mandatory in NH) | - | | | l | | İ | E.L. DISEASE - EA EMPLOYE | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | | | |
| Employee Dishonesty | | | PHPK636223 | | 1/1/2010 | 11/1/2011 | Limit | | \$300,000 | |
| Including ERISA | | | | ļ | | | Ded other than ERISA | | \$2,500 | |
| ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE perations of the named insured. 7/04. Subject to policy terms, | | | | Schedule, itiona | if more space is l insured | required) on general | | s per | | |
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| City of Portland 1120 SW Fifth Ave | | | | 1176 | EAPIRATION | DATE THE | SCRIBED POLICIES BE OR REOF, NOTICE WILL Y PROVISIONS. | CANCEL BE DE | LED BEFORE LIVERED IN | |
| Fouth Floor | | | | AUTHORIZED REPRESENTATIVE | | | | | | |
| Portland, OR 97204 | | | | | | | | | | |

ACORD 25 (2009/09) INS025 (200909)

J Stott, CIC, CRM/CIN

www.saif.com

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

CITY OF PORTLAND-OFFICE OF YOUTH VIOLENCE ATTN: TOM PEAVEY 449 NE EMERSON PORTLAND, OR 97211

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.

POLICY PERIOD

ISSUE DATE

443140

01/01/2011 to 01/01/2012

12/09/2010

INSURED:

BROKER OF RECORD:

IRCO ACCOUNTS PAYABLE DEPT 10301 NE GLISAN ST PORTLAND, OR 97220-4013

LIMITS OF LIABILITY:

Bodily Injury by Accident

\$500,000

each accident

Bodily Injury by Disease

\$500,000

each employee

Body Injury by Disease

\$500,000

policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

AUTHORIZED REPRESENTATIVE

President and CEO

400 High Street SE Salem, OR 97312 P: 800.285.8525 F: 503.373,8020

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and East Portland Neighbors INC. in an amount not to exceed \$18,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- **3.** Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded East Portland Neighbors INC. with an allocation of \$18,000.00 for two projects:

Latinos For Latinos/Latinos Para Latinos - LxL (\$9,000) will: support a Project Coordinator, Outreach, and Volunteer Support to provide three cycles of three classes each of culturally and language-specific workshops to address subject areas identified as priorities by Latinos Learning

Community members.

Crime Prevention Begins at Home (\$9,000) will: support project coordination, recruitment, organizing, and training provision for Russian-Speaking/Slavic families in the East Portland area with the aim to 1) to raise the understanding, knowledge, and trust between this community and East Portland law enforcement and the judicial system; 2) train and motivate the community to engage in crime prevention and law enforcement awareness activities; and 3) expand the scope of involvement of the community to prevent crime and improve livability.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through East Portland Neighbors INC.'s Latinos For Latinos/Latinos Para Latinos - LxL project:

- Project coordination and community organizing for culturally specific, Spanish language workshops: three cycles of six-hours each, divided in three classes, once a week for three weeks (total 9 classes of two hours each = 27 hours of class).
- A minimum of 60 participants are expected to be engaged.
- The following workshops as have been identified by Latino Learning Community members will be provided: Domestic Violence and Civil Rights protections; Crime Prevention gangs and the system to protect children and families (DHS); and Parental Involvement at schools and Leadership tools for future engagement.
- Work shop participants are expected to engage other community members at a rate of at least five people each, for a total of 300 people building a chain of community members pursuing learning and leadership opportunities.
- Childcare, food, and door prizes will be provided.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

To be provided through East Portland Neighbors INC.'s **Crime Prevention Begins at Home** project:

- Project coordination and community organizing for culturally specific, Russian language workshops: six intensive four-hour workshops with presentations from the Multnomah County District Attorney's office, East Portland Police Bureau, Immigrants Vista gang prevention staff, Powellhurst-Gilbert Neighborhood Association, Department of Human Services, Center of Intercultural Organizing, City of Portland Office of Neighborhood Involvement, East Portland Action Plan, and Portland Public and David Douglas School Districts.
- 15-20 adult Russian Speaking/Slavic participants are expected to attend the series.
- Each workshop will include basic information on how to: 1) report a crime or suspicion of a crime; 2) communicate with police; 3) reach out to local law enforcement; 4)

- recognize possible gang activity among youth; 5) recognize signs of drug abuse and how to prevent it; 6)understand Measure 11.
- Each participant will be encouraged to sign-up for Immigrants Vista membership and is expected to distribute the information learned to their friends, family, and community members. They will receive follow-up support to organize workshops for their own groups and will be assisted with curriculum and speakers.
- Food and small prizes will be provided.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland East Portland Neighborhood INC. **Latinos For Latinos/Latinos Para Latinos** and **Crime Prevention Begins at Home** related materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program

 EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. <u>Amendment</u>. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a

completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.

- b. A final cost accounting of expenditures under this grant agreement. 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 final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$18,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.

TANA

- 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action 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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTÉE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder.

GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

- 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.

GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGNATURE |
|---|
| Name (please print): Fast Portland Neighbors, Inc. |
| Address: 1017 NE 117th Ave |
| Employer Identification Number (EIN) 93-0959838 |
| City of Portland Business License # 44063(|
| Citizenship: Nonresident alien Yes No |
| Business Designation (check one): Individual Sole Proprietorship Partnership Corporation |
| Limited Liability Co (LLC)Estate/TrustPublic Service CorpGovernment/Nonprofit |
| Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding. |
| I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement. |
| Approved by the Grantee: Raymond f. Deter June 2, 2011 Signature Date President Title Title |
| |

| Grant No | |
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| Grant Title: | |
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| CITY OF PORTLAND SIGNATUR | RES |
| | *************************************** |
| Approved by Office of Neighborhood Involvement: | |
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| Amalia Alarcón de Morris, Director | Date |
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| Approved as to form | |
| by City Attorney: APPROVED AS TO FORM | |
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| and the same of th | 6/9/11 |
| Office of Cay Attorney | Date |
| CITY ATTORNEY # | |
| SUBJECT TO INSURANCE APPROVA | L |
| Approved | |
| by City Auditor: | |
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| Office of City Auditor | Date |
| | |

| ACORD |
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| PRODUCER /EO |

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2010

| INSURERS AFFORDING COVERAGE Rate Portland Neighbors, Inc 10.17 NR 117th Ave. Portland OR 97220 COVERAGES THE FOLICES OF MISURANCE LISTED DELOW HAVE BEEN ISSUED TO THE MISURE PROPERTY OF THE FOLICY PERIOD RECORDED AND PROPERTY PERIOD RECORDED A | G 8 | ale 00 | s (| (503)227-0491 FAX: Creek Insurance Ser 6th Ave., Suite 33 nd, OR 97209 | vices Inc. | HOLDER. | ONFERS N THIS CERTIFIC | SUED AS A MATTER O IO RIGHTS UPON TH ATE DOES NOT AME AFFORDED BY THE P | ND E | RTIFICATE | |
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| Office of Neighborhood Involvement 1221 SW 4th Avenue, Rm 110 Portland, OR 97204 Date thereof, the issuing insurer will endeavor to mail 30 Days written Notice to the certificate holder named to the Left, but failure to do so shall impose no obligation or Liability of any kind upon the insurer, its agents or REPRESENTATIVES. Authorized Representative Kim Hutchinson/Kim | | | | | | | | | | | |
| Office of Neighborhood Involvement 1221 SW 4th Avenue, Rm 110 Portland, OR 97204 More to the certificate Holder Named to the Left, But failure to do so shall impose no obligation or Liability of any kind upon the insurer, its agents or representatives. Authorized representative Kim Hutchinson/Kim | | | | | | SHOULD ANY OF | HE ABOVE DESCRIBE | POLICIES BE CANCELLED BEI | ORE THE | EEXPIRATION | |
| 1221 SW 4th Avenue, Rm 110 Portland, OR 97204 IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kim Hutchinson/Kim Lim Butchons | | Office of Neighborhood Involvement | | | | | | | | | |
| REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kim Hutchinson/KIM Kim Kutchonoc | 1221 SW 4th Avenue, Rm 110 | | | | | | | | | | |
| AUTHORIZED REPRESENTATIVE Kim Hutchinson/KIM Kim Mutchons | | Portland, OR 97204 | | | | | | OF ANY KIND UPON THE INSU | IRER, ITS | AGENTS OR | |
| Kim Hutchinson/KIM Kim Butchons | | | | | | | | | | | |
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GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Asian Pacific American Network of Oregon (APANO) in an amount not to exceed \$8,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- 3. Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded Asian Pacific American Network of Oregon (APANO) with an allocation of \$8,000.00.

Asian Pacific American Network of Oregon's Vietnamese Community Leadership Roundtable project will: provide a project assistant to work with APANO and the Vietnamese Community of Oregon to organize training and community building activities to engage the Vietnamese community in a language specific way in East Portland by conducting a bilingual survey and

interview with potential participants. A leadership development series will be designed and executed to foster an ongoing community-based roundtable to connect immigrant and refugee history to community specific issues.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through Asian Pacific American Network of Oregon's Vietnamese Community Leadership Roundtable project:

- Project assistant will conduct Vietnamese/English bilingual survey and interview with potential participants, framed by the topics identified in the EPAP grant.
- 12 20 participants will be identified, recruited and graduate from the program.
- Sessions will include one on needs assessment and four skill building and facilitation training with identified topic areas that actively involve the application of learned skills in basic, intermediate, and advanced facilitation. City agencies, the Office of New Portlanders, and the Coalition of communities of Color will co facilitate sessions as appropriate.
- Work shop participants will be incorporated into an ongoing East Portland Vietnamese Leadership Network, creating effective access points for government, neighborhood associations, and other civic engagement partners. A system to periodically identify key opportunities and participants will be established to build the participants capacity to engage with the City of Portland.
- Food and materials will be provided as needed.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page:
 www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland Asian Pacific American Network of Oregon materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.

- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. <u>Reports</u>: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement.

 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 final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$8,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action 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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

- 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that

protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

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- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
 - T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
 - U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
 - V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGNATURE |
|--|
| Name (please print): |
| Address: Sun D7 C7 V S D |
| Address: Employer Identification Number (EIN) 70 - 025 28 50 |
| City of Portland Business License # |
| Citizenship: Nonresident alien Yes No |
| Business Designation (check one): Individual Sole Proprietorship Partnership Corporation |
| Limited Liability Co (LLC)Estate/TrustPublic Service CorpGovernment/Nonprofit |
| Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding. I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement. Approved by the Grantee: Signature Name Title |

EXHIBIT D

| Grant No | | |
|---|----------------|--|
| Grant Title: | | |
| | | |
| CITY OF PORTLAND SIGNATUR | RES | |
| Approved by Office of Neighborhood Involvement: | | |
| | | |
| Amalia Alarcón de Morris, Director | Date | |
| Approved as to form by City Attorned PPROVED AS TO FORM Office of City Attorney Office of City Attorney | 6/9/11 Date | |
| Approved | | |
| by City Auditor: | | |
| Office of City Auditor | Date | |

| | IA APA PERSAMA | | | | | | | |
|------|--|---|-----------------------------|---|---------------------------|----------------------------------|------------------------------------|---------------------------------|
| ٤ | INDEPEN SECTION A | IDENT CONTRACT | OR CER | TIFICATION | ON STA | TEMENT | | |
| C | CONTRACTOR CERTIFICATION I, under | signed, am authoriz | ed to act | on behalf | of entity | designated I | below, hereby | certify that |
| е | entity has current Workers' Compensation | Insurance. | | í | ĺ | | | 0 ~ |
| | Contractor Signature / | / | _ Date | 6/2 | 4 | Enti | Y APA | 70 / |
| Γ | If entity does not have Workers' C | omnensation In | surance | City Pr | caisat N | ASTUA | Yunti 1 | mon no |
| L | complete the remainder of this for | m. | sui ance, | City I | ojeci n | tanager at | ia Contrac | tor |
| _ | | | | | | | | |
| | SECTION B DRS 670.600 Independent contractor stand | darda Anuacation | orlana mu | | 4 O D O O | | | |
| in | ndividual or business entity that performs l | abor or services for | remunera | ovisions o | be cons | napters 316, idered to ne | . 656, 657, an rform the labo | d 701, an |
| as | s an "independent contractor" if the standa | ards of this section a | are met. | The contr | acted wo | ork meets the | following sta | ndards: |
| 1 | The individual or business entity providi | ng the labor or cons | iooo la fua | - fue 15 | | | | |
| • | The individual or business entity providing providing the labor or services, subject of desired results; | only to the right of the | ne person | for whom | the labo | or or services | er the means are provided | and manner of to specify the |
| | · | | | | | | | |
| 2. | . The individual or business entity providir | ng labor or services | is respon | sible for o | obtaining | all assumed | i business reg | istrations or |
| | professional occupation licenses require conduct the business; | o by state law or loo | cai goveri | nment ord | linances | for the indivi | dual or busine | ess entity to |
| _ | | | | | | | | |
| 3. | The individual or business entity providir contracted labor or services; | ng labor or services | furnishes | the tools | or equip | ment necess | sary for perfor | mance of the |
| 4. | . The individual or business entity providir services; | ng labor or services | has the a | uthority to | o hire an | d fire employ | ees to perfor | m the labor or |
| 5. | Payment for the labor or services is mad the basis of an annual or periodic retained | le upon completion er. | of the per | formance | of speci | fic portions o | of the project o | or is made on |
| | City Project Manager Signature | | | | | . [| Date | |
| SI | ECTION C | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | |
| In | dependent contractor certifies he/she mee | to the following sta | | | | | | |
| 1111 | dependent contractor certifies he/she mee | ets the following star | ndards: | | | | | |
| 1. | The individual or business entity providing entity provides labor or services for which | ig labor or services in h such registration in | is register s required | ed under I; | ORS Ch | napter 701, <u>if</u> | the individua | or business |
| 2. | Federal and state income tax returns in t | he name of the bus | iness or a | hueinae | Schodi | la C or form | Cohodula E a | a new of the |
| | personal income tax return were filed for independent contractor in the previous ye | the previous year if | the indivi | dual or b | usiness (| entity perforn | ned labor or s | ervices as an |
| 2 | The individual or business autitions | man de de la constata de | | | | | | |
| ٥, | The individual or business entity represe established business. Except when an ir | nts to the public tha adividual or busines | t the labo s entity fil | r or servic es a Sche | es are to | be provided s nart of the | d by an indepe | endently |
| | returns and the individual or business en | tity performs farm la | abor or se | rvices tha | it are rep | ortable on S | chedule C. ar | individual or |
| | business entity is considered to be engage | ged in an independe | ently estal | olished bu | ısiness v | vhen <u>four or i</u> | more of the fo | llowing |
| | circumstances exist. Contractor check for | our or more of the fo | ollowing: | | | | | |
| | A. The labor or services are performs the labor or servi | orimarily carried out a ices, or are primarily o | t a location carried out | that is se in a speci | parate fro fic portion | m the residence of the reside | ce of an individ nce, which por | lual who tion is set aside |

Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;

Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;

Labor or services are performed for two or more different persons within a period of one year; or

Labor or services are performed only pursuant to written contracts;

REV 01/07 - Same as Exhibit B in PTE contract

В.

D.

E.

| evidenced by the ownership of performance bonds to the labor or services to be provided. | s, warranties, errors and omission insurance or liab | ility insurance r |
|---|--|-------------------|
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate

| PRODUCER | and contineate does not confei | rights to the |
|---|--|---------------|
| Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209 | CONTACT Cleonie Nathanielsz PHONE (AIC, No, Ext): (503) 227-0491 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #,00009480 | 227-0927 |
| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | INSURERA Alliance of Nonprofits for Ins | 1410# |
| Asian Pacific American Network of Oregon | INSURER B :SAIF | |
| PO Box 6552 | INSURER C: | |
| | INSURER D: | |
| Portland | INSURER E: | |
| COVERAGES CERTIFICATE NUMBER CT 111310 | INSURER F: | |
| VIII IVAIL NUMBER CLITTIAN | 5769 BEVIOLON 111 111 | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW. | REVISION NUMBER: | |

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY BEING CERTIFICATE OF CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY BAIL OF MAY BE USUBJECT TO ALL THE TERMS.

| - | INSR LTR | TYPE OF INSURANCE | ADDL | | | | | | 10 7 | LE TERNIS, |
|----|-------------|--|------|----------|---------------|---------------------------|----------------------------|---|------|------------|
| ľ | | GENERAL LIABILITY | INSR | WVE | POLICY NUMBER | POLICY EFF (MM/DD/YYYY | POLICY EXP (MM/DD/YYYY) | LIM | TS | |
| | A | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | x | | 2010-28659 | 0/1/0010 | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,00 |
| 1 | | <u> </u> | Λ | | 2010-28659 | 9/1/2010 | 9/1/2011 | MED EXP (Any one person) | \$ | 20,000 |
| 1 | | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| ١ | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| L | | X POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| ı | | AUTOMOBILE LIABILITY | | | APPROVED | IS TO HO | his na | | \$ | |
| | | ANY AUTO | | | | 3 - | PROTAT | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| l | H | ALL OWNED AUTOS | 1 | | Ma a | A Am | 121. | BODILY INJURY (Per person) | \$ | |
| | - | SCHEDULED AUTOS | | | O FOR A | I ROM | AUT | BODILY INJURY (Per accident) | \$ | |
| | ŀ | HIRED AUTOS NON-OWNED AUTOS | | | CITYAT | ORNEY | 0 | PROPERTY DAMAGE (Per accident) | \$ | |
| L | | | | | | | | | \$ | |
| | | UMBRELLA LIAB OCCUR | | | | | | | \$ | |
| | | EXCESS LIAB CLAIMS-MADE | | j | | | | EACH OCCURRENCE | \$ | |
| | | DEDUCTIBLE | | | | | | AGGREGATE | \$ | |
| L | | RETENTION \$ | 1 | | | | - | | \$ | |
| F | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | | 754052 | 9/1/2010 | 09/1/2011 | X WCSTATU- OTH- | \$ | |
| | 16 | Mandatory in NH) | I/A | | | | L | E.L. EACH ACCIDENT | \$ | 500,000 |
| | į | f yes, describe under DESCRIPTION OF OPERATIONS below | | | | | _ | E.L. DISEASE - EA EMPLOYEE | \$ | 500,000 |
| | | | | \dashv | | | | E.L. DISEASE - POLICY LIMIT | \$ | 500,000 |
| | \bot | | | | | | | | | |
| ne | con | IDTION OF ORDER | | | · | - 1 | ŧ | | | |

ION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies due to non payment of premium.

| CERTIFICATE HOLD | FR |
|------------------|----|

CANCELLATION

East Portland Action Plan Advocate Office of Neighborhood Involvement East Portland Neighborhood Office 1017 NE 117th Ave Portland, OR 97220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Nathanielsz/CLEONI

ACORD 25 (2009/09) INS025 (200909)

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GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Latino Network in an amount not to exceed \$8,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- **3.** Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded Latino Network with an allocation of \$8,000.00.

Latino Network's **East Portland Latino Leaders Workshop** project will: provide two Spanish-speaking Latino staff members to organize, recruit, and conduct workshops that utilize the Academia de Lideres Latinos model to encourage Latino leaders, regardless of community

organizing experience to: identify community-based critical issues, learn practical hands on methods of engagement, and develop and deliver testimony to government/elected officials. Participants are then networked and supported to join public boards and commissions.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through Latino Network's East Portland Latino Leaders Workshop project:

- Two Spanish-speaking Latino staff members will organize, recruit, and conduct workshops based upon the Academia de Lideres Latinos self-determination model.
- Forty East Portland leaders will attend a workshop series offered in Summer 2011 and Summer 2012.
- Workshops will address: 'City of Portland, Multnomah County, and Metro Government 101'; 'Preparing Public Testimony'; and 'Tips on Talking to your Public Official'. Participants will be encouraged to identify the critical issues that they see in their community.
- Workshop participants, in small working groups, will present testimony to city, county, or metro government elected officials. Technical assistance will be provided to complete this field project. They will be encouraged to participate in Latino Network's Leadership Academy, a seven-month program providing in-depth community organizing and leadership training funded through the Diverse Civic Leaders Project.
- Childcare, food, and transportation will be provided for each workshops session.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page:
 www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland Latino Network materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.

- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. 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 final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$8,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action 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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

- 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

- GRANTEE shall maintain public liability and property damage insurance 1. that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEÉ agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGNATURE | |
|---|---|
| Name (please print): Lating Network Address: 246 N. Broadway # 214, Portland OR 97227 | > |
| Employer Identification Number (EIN) 13-1675402 | × |
| City of Portland Business License # 440441 | |
| Citizenship: Nonresident alien Yes No | |
| Business Designation (check one): Individual Sole Proprietorship Partnership Corporation | |
| Limited Liability Co (LLC) Estate/Trust Public Service Corp Government/Nonprofit | |
| Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding. | |
| I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement. | |
| Approved by the Grantee: | × |
| Signature Date | |
| Name DVR PATOR | |
| Title | |
| | |

| Grant No | |
|--|--------|
| Grant Title: | |
| CITY OF PORTLAND SIGN | ATURES |
| Approved by Office of Neighborhood Involvement | ent: |
| Amalia Alarcón de Morris, Director | Date |
| Approved as to form by City Attorney: | |
| Office of City Attorney | Date |
| Approved by City Auditor: | |
| Office of City Auditor | Date |

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Native American Youth and Family Center (NAYA) in an amount not to exceed \$11,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- 3. Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded Native American Youth and Family Center (NAYA) with an allocation of \$11,000.00.

Native American Youth and Family Center's **Empowering Native Americans for Civic Engagement** project will: partner with Portland Youth and Elders Council (PYEC) to provide

culturally-specific civic engagement workshops for Native Americans living in East Portland and fund NAYA Project Leaders to provide outreach to Native residents in East Portland to build capacity and engage emerging Native community members who are currently actively involved, to serve as role models and bridge builders to opportunities for community engagement. Native communities members will help do outreach, lead sessions, and assist in organizing and communicating about the meetings. All participants will feel connected to their community, learn about the topics discussed, meet leaders, and engage in creating and working on solutions to address their concerns and interests in a meaningful and sustained way.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through Native American Youth and Family Center's Empowering Native Americans for Civic Engagement project:

- Two Project Leaders and 3 4 Native community members will do outreach to Native residents in East Portland and lead six, three-hour civic engagement workshops covering topics related to: Health, Children and Families, Housing, Jobs and Employment, Schools and Education, and Continued Community Involvement and Leadership Placement Opportunities.
- \sim 20 25 Native Americans living in East Portland will be engaged in a multi-generational approach to capacity building of community members.
- Guest speakers will provide education and share opportunities for involvement.
- Participants will be connected with ongoing opportunities within East Portland, with City Bureaus, NAYA and PYEC activities. They will take part in actions steps in the East Portland Action Plan and in advocacy efforts to help strengthen our communities.
- Healthy food and culturally appropriate incentives will be provided to honor engagement at each session.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland Native American Youth and Family Center materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program

 EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will

be made available to the CITY Grant Manager, or other designated persons, upon request;

- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. <u>Amendment</u>. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. <u>Reports</u>: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
 - Dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. 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 final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$11,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be

used for any other purpose.

- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
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- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action 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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 - 2. In the event GRANTEE's worker's compensation insurance coverage is

due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

- 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be

responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.

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EXHIBIT F

- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGNATURE |
|---|
| Name (please print): Native American Youth and Family Center |
| Address: 5135 NE Columbia Blvd., Portland, Oregon 97218 |
| Employer Identification Number (EIN) _93-1141536 |
| City of Portland Business License #440398 |
| Citizenship: Nonresident alien Yes No |
| Business Designation (check one): Individual Sole Proprietorship Partnership Corporation |
| Limited Liability Co (LLC) Estate/Trust Public Service CorpX Government/Nonprofit |
| I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part this agreement. Approved by the Grantee: |
| en de la companya de la companya Tîtle de la companya de la comp |

EXHIBIT F

| Grant IVO | |
|---|---|
| Grant Title: | |
| CITY OF PORTLAND SIGNATURES | |
| Approved by Office of Neighborhood Involvement: | |
| Amalia Alarcón de Morris, Director Date | • |
| Approved as to form by City Attorney: APPROVED AS TO FORM | |
| Office of City Attorney Date Date | |
| Approved by City Auditor. | |
| | |
| Office of City Auditor Date | |

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

| C | | ERTIFICATION I, undersigned, am authorize | ed to act on be | half of entity designa | ted below, hereby certify that enti | ty has |
|----------|--------------------------------------|---|---|--|---|---|
| cu | | mpensation businence. nature Symulland | Data | 7-7011 | Entity Native Ameri | icas Um |
| | | | | | | P |
| | | not have Workers' Compensation remainder of this form. | Insurance | , City Project M | anager and Contractor | |
| O) bu | siness entity that p | pendent contractor standards. As used in vertorms labor or services for remuneration sendards of this section are met. The contracted | hall be consid | ered to perform the la | abor or services as an "independen | |
| i. | | r business entity providing the labor or services, subject only to the right of the person fo | | | | |
| 2. | | r business entity providing labor or services i ses required by state law or local government | | | | |
| 3. | The individual of labor or services | r business entity providing labor or services i | urnishes the to | ools or equipment neo | cessary for performance of the con | tracted |
| 4. | The individual of | r business entity providing labor or services l | nas the authori | ty to hire and fire em | ployees to perform the labor or se | rvices; |
| 5. | Payment for the an annual or peri | labor or services is made upon completion of odic retainer. | the performa | nce of specific portion | ns of the project or is made on the | basis of |
| | City Proj | ect Manager Signature | *************************************** | ····· | Date | |
| SI | ECTION C | | | | | *************************************** |
| In | dependent contrac | tor certifies he/she meets the following stand | ards: | | | |
| 1. | | r business entity providing labor or services i r services for which such registration is requi- | | nder ORS Chapter 70 | 1, <u>if</u> the individual or business ent | ity |
| 2. | | income tax returns in the name of the busine filed for the previous year if the individual or xl | | | | |
| 3. | business. Excep business entity p | r business entity represents to the public that t when an individual or business entity files a erforms farm labor or services that are report dependently established business when <u>four a</u> | a Schedule F a able on Sched | s part of the personal ule C, an individual o | income tax returns and the individual or business entity is considered to l | lual or be |
| | A. | The labor or services are primarily carried performs the labor or services, or are primas the location of the business; | | | | |
| | B. | Commercial advertising or business cards the individual or business entity has a trade | | | businesses are purchased for the l | ousiness, or |
| | C. | Telephone listing and service are used for by an individual who performs the labor or | | at is separate from the | ne personal residence listing and se | rvice used |
| | D | Labor or services are performed only pursu | ant to written | contracts; | | |
| | E. | Labor or services are performed for two or | more differen | it persons within a pe | riod of one year; or | |
| | F. | The individual or business entity assumes evidenced by the ownership of performanc to the labor or services to be provided. | | | | |
| | Contract | or Signature | | | Date | - . |
| | Connact | or promature | | | A | |

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Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers'
compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

| 2. | X Required and attached or Waived by City Attorney: |
|----|---|
| | General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement: |
| 3. | Required and attached or Waived by City Attorney : |
| | Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable: |
| 4. | Required and attached or Waived by City Attorney: _X |
| | Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately. |

- 5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
- 6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

CERTIFICATE OF LIABILITY INSURANCE

OP ID: DE

DATE (MM/DDMYYY)

06/02/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) PRODUCER 503-357-3154 PNOCES INSURANCE
PO Box 128 * 2000 Pacific Ave. Forest Grove, OR 97116
Deborah Delfs, CIC CISR FAX (A/C, No): 503-716-1022 (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMERID# NATIV-1 INSURER(S) AFFORDING COVERAGE NAIC # INSURED Native American Youth and INSURER A: Philadelphia Insurance Co 5135 NE Columbia Blvd INSURER B : Philadelphia Indeminity Co Portland, OR 97218 INSURER C: Commerce and Industry Ins Co INSURER D : INSURER E: INSURER F CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY 1,000,000 EACH OCCURRENCE PHPK676400 01/23/11 01/23/12 1,000,000 Х PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ CLAIMS-MADE X OCCUR 20,000 MED EXP (Any one person) Sexual Misconduct Х 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POL:CY **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT \$ 1,000,000

APPROVED AS TO FORM SCHEDULED AUTOS PROPERTY DAMAGE \$ HIRED AUTOS (Per accident) \$ NON-OWNED AUTOS \$ CITY ATTORNEY UMBRELLA LIAB 3,000,000 EACH OCCURRENCE OCCUR **EXCESS LIAB** Х 3,000,000 CLAIMS-MADE AGGREGATE \$ 01/23/11 01/23/12 ₿ PHUB334119 DEDUCTIBLE X RETENTION \$
WORKERS COMPENSATION 10.000 X TORY LIMITS WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTINER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory In NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 007-20-0107 07/01/10 07/01/11 500,000 C E.L. EACH ACCIDENT N / A 500,000 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 500,000 PHPK676400 Professional 01/23/11 01/23/12 Incident 1.000.00 Aggregate 2,000,000 ON OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Portland, its officers, agents and employees are recognized as Additional Insured as regards General Liability subject to policy

PHPK676400

conditions, limitations and exclusions per attached CG2026

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ALL OWNED AUTOS

CITYO10

City of Portland Office of Neighborhood Involvement 1221 SW 4th Ave

Portland, OR 97204-1995

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

(Ea accident)

BODILY INJURY (Per person)

BODILY INJURY (Per accident)

\$

\$

CANCELLATION

01/23/11

01/23/12

Debounh Delfa-

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POLICY NUMBER:

PHPK676400

COMMERCIAL GENERAL LIABILITY

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Why We Are Using the Latest ACORD 25 Certificate of Insurance

Note: The <u>underlined</u> sentences below should only be used in states that require certificates to be filed. Be sure to check each statement below to make sure that it accurately reflects your state laws and agency/company agreements. Then delete this paragraph and any other inapplicable comments before providing a copy of this form to a certificate requestor.

In September 2009, ACORD revised the ACORD 25 Certificate of Insurance form. One of the major changes was the removal of the cancellation notice provision. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form you provide:

- ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior
 versions can no longer be used. Therefore, it is Illegal for us to issue anything other than the currently approved
 ACORD form.
- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to
 provide the cancellation notice you desire by endorsement. For example, the insurer cancel immediately, so
 it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the
 right to cancel for reasons such as nonpayment with less notice than you require.
- For the reason just cited, if our agency was to issue a certificate that provides the cancellation notice you
 request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice
 under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud
 which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate
 effectively purports to be a policy form. Policy forms must be filed and approved by our state department of
 insurance. Use of nonfiled policy forms is illegal and could result in legal sanctions distinct from the assertion
 that the certificate is fraudulent.
- Under the ACORD Corporation's licensing agreement, the prior editions of superseded forms can be used for
 one year from the time the new forms are introduced. Beginning in September 2010, this is another reason we
 cannot use an older edition of the ACORD 25. Doing so would violate ACORD's licensing agreement and, as a
 copyrighted document, federal copyright law.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are
 designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be
 used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless
 the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a
 filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered
 ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be incompliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.

You may be interested in how the City of Atlanta, Georgia is now reportedly dealing with this issue based on a very detailed study they conducted in 2008.

http://tinyurl.com/26guax8

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and The Skanner Foundation in an amount not to exceed \$10,000.

RECITALS:

The East Portland Action Plan (EPAP) was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. The result is an Action Plan which contains *Strategies* and *Actions* that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland.

The EPAP acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP was convened for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."

The EPAP 2011 - 2012 Civic Engagement Grants Program received 11 grant applications for a total request of \$94,650. We had \$64,000 to allocate. A successful application was required to:

- 1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
- 2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that have not yet been as actively involved in city planning and projects.
- **3.** Address suggested topic areas, including the required topic #9. Next Step Community Involvement and Leadership Placement Opportunities.
- 4. Demonstrate plans for involving participants after end of granted period.
- 5. Have 501 (c) 3 nonprofit status from the IRS, be a government entity, or have sponsorship from either entity to serve as fiscal sponsor.
- 6. Take place in and benefit the residents of the East Portland Neighborhood area.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria established in 2010 by the EPAP Civic Engagement Subcommittee, awarded The Skanner Foundation with an allocation of \$10,000.00.

The Skanner Foundation's **FOCUS EAST** project will: invite leaders to focus group events addressing 'The Law and Crime Prevention', 'Jobs and Employment', and 'Health', to build a thriving community experience for African Americans living in East Portland. A Project Director

1866

EXHIBIT G

will be funded to oversee the project, arrange speakers, develop promotion, identify community leaders, secure venue, and establish focus group formats. A Video Tech Specialist will film, edit, reproduce, and disseminate videos of the Focus Group events. At the end of each initial event, volunteer leaders willing to move the topics forward will be identified. A second round of FOCUS EAST events will use the recordings of the initial presentations to present the informational part of the presentations. Participants will be given copies of the DVD's to share the information with other community members.

AGREED: Provide the first of the second of t

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through The Skanner Foundation's **FOCUS EAST** project:

- A Project Director will be funded to oversee the project, arrange speakers, develop promotion, identify community leaders, secure venue, and establish focus group formats addressing 'The Law and Crime Prevention', 'Jobs and Employment', and 'Health'.
- Between twenty and thirty individuals will attend the initial FOCUA EAST events as "potential leaders" and between twenty and thirty individuals will attend the three subsequent FOCUS EAST events organized by the group of community leaders recruited from the initial events. Within a six month period of holding two meetings on each of the three topics, the project will directly involve 120 180 individuals.
- Additional direct involvement will occur through subsequent FOCUS EAST events using the DVDs. At the end of each initial event, volunteer leaders willing to move the topics forward will be identified.
- Refreshments and prizes will be given away at each event. At the last event there will be a drawing for a chance to win the grand prize: an Apple laptop and Sony digital recording camera to be used to further support FOCUS EAST community engagement.
- Photographs (3) of a project activity are to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland The Skanner Foundation materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;

EXHIBIT G

- C. <u>Grant Manager</u>: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. <u>Amendment</u>. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. <u>Billings/invoices/Payment:</u> The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2012, including:
- a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2011-12 East Portland Action Plan Civic Engagement Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement.

 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 final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

YAAA.

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$10,000.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant 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.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and

services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.

E. 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. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 - 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant 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.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure 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. Such action shall include but not be limited to, the following: employment, upgrading, demotion,

EXHIBIT G

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 provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

- 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
- 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised

EXHIBIT G

Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

- 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.
- 2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the

CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.

V # 481

- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. 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. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the 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 Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.

EXHIBIT G

- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2012.

| GRANTEE DATA, CERTIFICATION, AND SIGN. | ATURE |
|--|--------------------------------------|
| Name (please print): The SKANNER Found | IATION |
| Name (please print): The SKANNER Found Address: 4/5 Nijeillingsworth | 1 |
| Employer Identification Number (EIN) 93-1109980 | |
| City of Portland Business License # 203707 | |
| Citizenship: Nonresident alien X YesNo | |
| Business Designation (check one): Individual Sole Proprietorship Pa | rtnership X Corporation |
| Limited Liability Co (LLC) Estate/Trust Public Service Corp Go | overnment/Nonprofit |
| Payment information will be reported to the IRS under the name and taxpayer I.D. number pr provided prior to contract approval. Information not matching IRS records could subject you | |
| I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the this agreement. | ne terms and conditions made part or |
| Approved by the Grantee: Betnard v gastle | 3 50Ne 2011 |
| Signature Signature | Date |
| Approved by the Grantee: BATRNARD U/FOSTEL | |
| Title | |

EXHIBIT G

| Grant No | |
|---|--|
| Grant Title: | |
| CITY OF PORTLAND SIGNATURES | |
| Approved by Office of Neighborhood Involvement: | |
| Amalia Alarcón de Morris, Director Date | |
| | |
| Approved as to form by City Attorney: APPROVED AS TO FORM | |
| Office of City Attorney Date SUBJECT TO INSURANCE APPROVAL | |
| Approved by City Auditor: | |
| | |
| Office of City Auditor Date | |
| | |

184671

| INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT SECTION A CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance. | | | | | | | | |
|--|--|---|--|--|--|--|--|--|
| Contractor Sig | gnature | Date | Entity | | | | | |
| | If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form. | | | | | | | |
| business entity that | performs labor or services for i | s. As used in various provisions of OR remuneration shall be considered to per The contracted work meets the follow | S Chapters 316, 656, 657, and 701, an individual or form the labor or services as an "independent ing standards: | | | | | |
| The individual of the labor or serv | The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results; | | | | | | | |
| The individual of occupation licen | The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business; | | | | | | | |
| The individual of labor or services | The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services; | | | | | | | |
| 4. The individual o | r business entity providing lab | or or services has the authority to hire a | and fire employees to perform the labor or services; | | | | | |
| 5. Payment for the an annual or per | labor or services is made upon odic retainer. | completion of the performance of spec | ific portions of the project or is made on the basis of | | | | | |
| | 1 | | 06.03.11 | | | | | |
| City Pro | ect Manager Signature | | 06.03.1/ Date | | | | | |
| SECTION C | <i></i> | | | | | | | |
| Independent contrac | tor certifies he/she meets the fe | ollowing standards: | | | | | | |
| The individual or provides labor or | r business entity providing labor services for which such regist | or or services is registered under ORS (ration is required; | Chapter 701, if the individual or business entity | | | | | |
| 2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and | | | | | | | | |
| 3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when <u>four or more</u> of the following circumstances exist. Contractor check four or more of the following: | | | | | | | | |
| A. | | s, or are primarily carried out in a spec | eparate from the residence of an individual who iffic portion of the residence, which portion is set aside | | | | | |
| В. | | usiness cards as is customary in operat tity has a trade association membership | ing similar businesses are purchased for the business, or p; | | | | | |
| C. | Telephone listing and servic by an individual who perform | | ate from the personal residence listing and service used | | | | | |
| | Labor or services are perform | ned only pursuant to written contracts; | | | | | | |
| E. | Labor or services are perform | ned for two or more different persons | within a period of one year; or | | | | | |
| F. | The individual or business e | ntity assumes financial responsibility for | or defective workmanship or for service not provided as | | | | | |

evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating

June 3 2011

REV 01/07 - Same as Exhibit B in PTE contract

to the labor or services to be provided.

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

| 2. | X Required and attached or Waived by City Attorney: |
|----|---|
| | General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement. |
| 3. | Required and attached or Waived by City Attorney: NA Transportation not provide |
| | Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable: |
| 4. | Required and attached or Waived by City Attorney: _X |
| | Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately. |
| _ | |

- 5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
- 6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

17035

ACORD,

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2011

| _ | CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND | Y OR ICE D THE (| NEGA OES I CERTI | MIVELY AMEND, EXTEND O NOT CONSTITUTE A CONTR IFICATE HOLDER. | RACT BE | R THE COVER | RAGE AFFORD ISSUING INSU | PED BY THE POLICIES PRER(S), AUTHORIZED | | | |
|------------------------------|--|------------------------|---------------------------|---|---|------------------------------------|---|--|---|------------------------|--|
| | IMPORTANT: If the certificate holder is an A the terms and conditions of the policy, certain certificate holder in lieu of such endorsement | 1 DONC | IONAL ies ma | INSURED, the policy(les) may require an endorsement. A | ust be er A statem | ndorsed. If SU ent on this cert | BROGATION I ificate does not | S WAIVED, subject to confer rights to the | *** | | |
| 1 | RODUCER | | | | CONT/ NAME: | ACT | | ······································ | | | |
| L | LaPorte & Associates, Inc. 5515 S.E. Milwaukie Avenue | | | | NAME: PHONE [A/C, No, Ext): 503.239.4116 FAX [A/C, No]: 503.231.9021 | | | | | | |
| | | | | | E-MAIL | | | | | | |
| P | ortland, OR 97202 | | | | ADDRESS: PRODUCER CUSTOMER ID #: 00013392 | | | | | | |
| _ | | | | | 1001 | | SURER(S) AFFO | RDING COVERAGE | | NAIC# | |
| IN: | SURED | | | | INSURERA: TRANSPORTATION INSURANCE CO | | | | | 29484 | |
| | IMM Publications Inc | | | | INSURER B: | | | | | | |
|] | DBA: The Skanner | | | | INSURI | ERC: | | | | | |
| | PO Box 5455 Portland, OR 97228 | | | | INSURI | ERD: | | | *************************************** | | |
| | 101 Cland, UK 97228 | | | | INSUR | ERE: | · . · | | | | |
| CC | OVERAGES CER | | | * htts://www. | INSURI | ERF: | | | | | |
| | | OFIN | CATE | NUMBER: 1112 GL | 55511 | | | REVISION NUMBER: | | | |
| E | THIS IS TO CERTIFY THAT THE POLICIES ON NOICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY PECYCLUSIONS AND CONDITIONS OF SUCH | RTAI POLI | N, TH CIES. | E INSURANCE AFFORDED LIMITS SHOWN MAY HAVE | F ANY L | ONTRACTOR | OTHER DOC | UMENT WITH RESPECT T | | | |
| LTR | TYPE OF INSURANCE | ADDL INSR | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | rs | | |
| | GENERAL LIABILITY | | | | 83150 | 05/01/2011 | 05/01/2012 | EACH OCCURRENCE | \$ | 1,000,000 | |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 300,000 | |
| Α | CLAIMS-MADE X OCCUR | | | | · · · · | | 9.3 | MED EXP (Any one person) | \$ | 10,000 | |
| А | | Х | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 | |
| | CEAH ACCESCATE AND ACCESCATE A | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 | |
| | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | | |
| | ANY AUTO | | | | | 1.5 4.7 | | BODILY INJURY (Per person) | \$ | | |
| | ALL OWNED AUTOS | | | APPROVE | O & F | ፕሃጎ የ ፖለኮ | a e | BODILY INJURY (Per accident) | 1 | | |
| | SCHEDULED AUTOS | | | MILKOAET | EM3 | LOTOR | LVA. | PROPERTY DAMAGE | | | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | Ì | | 134 | (Per accident) | \$ | | |
| | NON-OWNED AUTOS | | | OF MILE | | 1 CACA | AT " | | \$ | | |
| | UMBRELLA LIAB OCCUR | | | OTTVA | | RNEY | | | \$ | | |
| | EXCESS LIAB CLAIMS-MADE | | | CALL I. I.S. | .X. E V.,/ | L Krike 148 | | EACH OCCURRENCE | \$ | | |
| | DEDUCTIBLE | | | | | | | AGGREGATE | \$ | | |
| Ì | RETENTION \$ | | | | | | | | S | | |
| | WORKERS COMPENSATION | - | | | | | | WC STATU- OTH- | \$ | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | ŀ | | | IORY LIMITS ER | | | |
| - 1 | (Mandatory in NH) | N/A | | | | | | E.L. EACH ACCIDENT | \$ | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | | | |
| | | | _ | | | | | ELL DIGENGE - POLICY LIMIT | • | | |
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| ESC | RIPTION OF OPERATIONS / LOCATIONS / VEHICLE | ES (At | tach A | CORD 101, Additional Remarks S | chedule, | if more space is i | required) | | | | |
| e. | City of Portland, its offi | cer | s, a | gents and employe | es a | re named | as addit | ional insured for | den | erali | |
| un | rivey coverage as a fundin | g s | ourc | e for the named i | insur | ed. Subje | ct to po | icy terms, condi | tion | s. | |
| 111 1 | tations, and exclusions. | | | | | • | • | , | | -' | |
| ER | TIFICATE HOLDER | | | | CANC | ELLATION | | | | | |
| | City of Portland, Oregon | | | | THE E | EXPIRATION | DATE THER | SCRIBED POLICIES BE CA EOF, NOTICE WILL BE PROVISIONS. | ANCELI DELI | LED BEFORE VERED IN | |
| City Hall | | | AUTHORIZED REPRESENTATIVE | | | | | | | | |
| 1221 SW 4th Avenue, Room 110 | | | | 100gr | | | | | | | |
| | Pontland, OR 97204 | | | | Todd | Yost/JAN | ΞT | | | | |
| O | RD 25 (2009/09) | The | . A.C. | ORD name and lose are | | | | RD CORPORATION. A | II righ | its reserved. | |