

East Portland Action  
Plan 2011 - 12 Civic  
Engagement Grant  
Funded Projects  
2011.05.31

<u>Agency</u>	<u>Award</u>	<u>Project</u>
Latino Learning Community/ Comunidad Latina Para El Aprendizaje	\$9,000	<b>Latinos For Latinos/Lainos Para Latinos - LxL</b> 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	\$9,000.00	<b>Crime Prevention Begins at Home</b> 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)	\$8,000	<b>Vietnamese Community Leadership Roundtable</b> 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)	\$9,000	<b>Civic Engagement Workshop</b> 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	<b>Empowering Native Americans for Civic Engagement</b> 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	<b>East Portland Latino Leaders Workshop</b> 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	<b>FOCUS EAST</b> 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.

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**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:

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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](http://www.eastportlandactionplan.org/updates)

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: 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;

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- C. Grant Manager: 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. Billings/invoices/Payment: 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](http://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,

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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

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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

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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



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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

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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) 93-0806295

City of Portland Business License # \_\_\_\_\_

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:

Sokhom Touch  
Signature  
Sokhom Touch  
Name  
Executive Director  
Title

6/3/2011  
Date

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Grant No \_\_\_\_\_

Grant Title: \_\_\_\_\_

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

\_\_\_\_\_  
Amalia Alarcón de Morris, Director\_\_\_\_\_  
DateApproved 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

## 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 Signature Johanna Smith Date 6-3-11 Entity TRCO

**If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.**

## SECTION B

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. 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;
2. 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;
3. 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 or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature \_\_\_\_\_

\_\_\_\_\_ Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
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 four or more of the following circumstances exist. Contractor check four or more of the following:
  - \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - \_\_\_\_\_ B. 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;
  - \_\_\_\_\_ C. 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;
  - \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
  - \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
  - \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature \_\_\_\_\_

\_\_\_\_\_ Date

### 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 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 : My ☒

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

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 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 does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beecher Carlson Insurance Agency LLC 220 NW 2nd Ave Ste 800  Portland OR 97209-1831		<b>CONTACT NAME:</b> Cindy Mohr <b>PHONE (A/C, No, Ext):</b> (503) 222-1831 <b>FAX (A/C, No):</b> (503) 274-0323 <b>E-MAIL ADDRESS:</b> cindy.mohr@beechercarlson.com <b>PRODUCER CUSTOMER ID #:</b> 00003704	
<b>INSURED</b>  Immigrant & Refugee Community Organization, 10301 NE Glisan  Portland OR 97220		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance / Tokio <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 10-11 GL/PL/AU/UMB/CRIM

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK636223	11/1/2010	11/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 20,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPOP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS			PHPK636223	11/1/2010	11/1/2011	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Uninsured/Underinsured \$ 1,000,000
							Hired And Non Owned Auto \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB324024	11/1/2010	11/1/2011	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Employee Dishonesty Including ERISA			PHPK636223	11/1/2010	11/1/2011	E.L. DISEASE - POLICY LIMIT \$
							Limit \$300,000
							Ded other than ERISA \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Operations of the named insured. Certificate holder is additional insured on general liability only as per CG2026 07/04. Subject to policy terms, conditions & exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Portland  
1120 SW Fifth Ave  
Fourth Floor  
Portland, OR 97204

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

J Stott, CIC, CRM/CIN

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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:**

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

**BROKER OF RECORD:****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

*Brenda JP Reddick*

President and CEO

400 High Street SE  
Salem, OR 97312  
P: 800.285.8525  
F: 503.373.8020

## EXHIBIT C

**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



## EXHIBIT C

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](http://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)

## EXHIBIT C

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](http://www.eastportlandactionplan.org/updates)

## II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: 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. Grant Manager: 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. Billings/invoices/Payment: 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

## EXHIBIT C

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](http://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.

## EXHIBIT C

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.

## EXHIBIT C

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.

## EXHIBIT C

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.

## EXHIBIT C

- 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.

## EXHIBIT C

## 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.

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**GRANTEE DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): East Portland Neighbors, Inc  
 Address: 1017 NE 117th Ave  
 Employer Identification Number (EIN) 93-0959838  
 City of Portland Business License # 440631  
 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: Raymond J. Hites June 2, 2011  
Signature Date  
President Raymond J. Hites  
Name  
President  
Title

---



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## EXHIBIT C

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 *[Signature]* Date *6/9/11*  
**CITY ATTORNEY**

**SUBJECT TO INSURANCE APPROVAL**

Approved  
by City Auditor:

\_\_\_\_\_  
Office of City Auditor Date



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

PRODUCER (503)227-0491 FAX: (503)227-0927  
Gales Creek Insurance Services Inc.  
800 NW 6th Ave., Suite 335  
Portland, OR 97209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

East Portland Neighbors, Inc  
1017 NE 117th Ave.

Portland OR 97220

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER F:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	PHPK568039	7/1/2010	10/1/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	PHPK568039	7/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AGG	\$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
		EXCESS / UMBRELLA LIABILITY				AGGREGATE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
---	--

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 HOLDER**

City of Portland  
Office of Neighborhood Involvement  
1221 SW 4th Avenue, Rm 110  
Portland, OR 97204

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION 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

Kim Hutchens

ACORD 25 (2009/01)  
INS025 (200901)

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## EXHIBIT D

**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

## EXHIBIT D

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](http://www.eastportlandactionplan.org/updates)

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: 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. Grant Manager: 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.

## EXHIBIT D

- 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. Billings/invoices/Payment: 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](http://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.

## EXHIBIT D

- 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

## EXHIBIT D

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

## EXHIBIT D

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.



## EXHIBIT D

- 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.

EXHIBIT D

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:

Employer Identification Number (EIN) 80-0252850

City of Portland Business License #

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp. X 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: [Handwritten Signature]  
Name: Jason Santos-Lyons  
Title: Coordinator

Date: 6/2/11

## EXHIBIT D

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

**CITY ATTORNEY**

\_\_\_\_\_  
Date

6/9/11

Approved  
by City Auditor:

\_\_\_\_\_  
Office of City Auditor

\_\_\_\_\_  
Date

## 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 Signature

Date

6/2/4

Entity

APAND

Asian Pacific American Network

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

Organ

## SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. 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;
2. 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;
3. 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 or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
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 four or more of the following circumstances exist. Contractor check four or more of the following:
  - \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - \_\_\_\_\_ B. 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;
  - \_\_\_\_\_ C. 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;
  - \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
  - \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or

\_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/31/2011

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 does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209		<b>CONTACT NAME:</b> Cleonie Nathanielsz <b>PHONE (A/C No. Ext):</b> (503) 227-0491 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID#:</b> 00009480		<b>FAX (A/C No.):</b> (503) 227-0927
<b>INSURED</b> Asian Pacific American Network of Oregon PO Box 6552 Portland		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Ins <b>INSURER B:</b> SAIF <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b>

**COVERAGES**
**CERTIFICATE NUMBER:** CL1113105769

**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2010-28659	9/1/2010	9/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	754052	9/1/2010	09/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED AS TO FORM  
*[Signature]*  
 CITY ATTORNEY

**DESCRIPTION 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 HOLDER**
**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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## EXHIBIT E

## 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

## EXHIBIT E

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](http://www.eastportlandactionplan.org/updates)

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: 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. Grant Manager: 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.



## EXHIBIT E

- 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. Billings/invoices/Payment: 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](http://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.

## EXHIBIT E

- 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

## EXHIBIT E

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.

## EXHIBIT E

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.

## EXHIBIT E

- 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.

## EXHIBIT E

## 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.

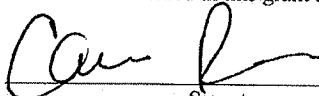
## GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Latino Network X  
 Address: 240 W. Broadway #214, Portland OR 97227 X  
 Employer Identification Number (EIN) 73-11675402  
 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  
CARMEN RUBIO  
 Name  
DIRECTOR  
 Title

Date

## EXHIBIT E

Grant No \_\_\_\_\_

Grant Title: \_\_\_\_\_

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

\_\_\_\_\_  
Amalia Alarcón de Morris, Director\_\_\_\_\_  
DateApproved as to form  
by City Attorney:\_\_\_\_\_  
Office of City Attorney\_\_\_\_\_  
DateApproved  
by City Auditor:\_\_\_\_\_  
Office of City Auditor\_\_\_\_\_  
Date

## EXHIBIT F

**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



## EXHIBIT F

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.
- 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](http://www.eastportlandactionplan.org/updates)

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: 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

## EXHIBIT F

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

- C. Grant Manager: 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. Billings/invoices/Payment: 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](http://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

## EXHIBIT F

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

## EXHIBIT F

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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

## EXHIBIT F

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

## EXHIBIT F

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.

## 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 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:

Nichole J. Meher  
 Signature  
Nichole J. Meher  
 Name  
Executive Director  
 Title

6-2-2011  
 Date

## EXHIBIT F

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 *Amelia Vengoa* Date *6/2/11*  
**CITY ATTORNEY**

Approved  
by City Auditor:

\_\_\_\_\_  
Office of City Auditor Date



## 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 Signature

*Spencer Ward*

Date

*6-2-2011*

Entity

*Native American Youth & Family Center*

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

## SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. 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;
2. 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;
3. 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 or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
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 four or more of the following circumstances exist. Contractor check four or more of the following:
  - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - B. 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;
  - C. 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;
  - D. Labor or services are performed only pursuant to written contracts;
  - E. Labor or services are performed for two or more different persons within a period of one year; or
  - F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

### 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 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 : ☒ \_\_\_\_\_

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/DD/YYYY)

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(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 does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WSC Insurance PO Box 128 * 2000 Pacific Ave. Forest Grove, OR 97116 Deborah Delfs, CIC CISR	503-357-3154 503-716-1022	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NATIV-1	FAX (A/C, No):
INSURED Native American Youth and 5135 NE Columbia Blvd Portland, OR 97218		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Philadelphia Indemnity Co INSURER C: Commerce and Industry Ins Co INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK676400	01/23/11	01/23/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK676400	01/23/11	01/23/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB334119	01/23/11	01/23/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	007-20-0107	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional		PHPK676400	01/23/11	01/23/12	Incident 1,000,000 Aggregate 2,000,000

DESCRIPTION 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 conditions, limitations and exclusions per attached CG2026

## CERTIFICATE HOLDER

CITYO10

City of Portland  
Office of Neighborhood  
Involvement  
1221 SW 4th Ave  
Portland, OR 97204-1995

## CANCELLATION

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

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

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**

Name Of Additional Insured Person(s) Or Organization(s)
City of Portland, its officers, agents and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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 underlined 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 *insured* can 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 in compliance 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.

## EXHIBIT G

**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

## 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:****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 FOCUS 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](http://www.eastportlandactionplan.org/updates)

**II. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: 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. Grant Manager: 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. Billings/invoices/Payment: 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](http://www.eastportlandactionplan.org/updates)

### III. PAYMENTS

- 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



## EXHIBIT G

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

## EXHIBIT G

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.

## 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 SIGNATURE

Name (please print): The SKANNER Foundation  
 Address: 415 N. Killingsworth  
 Employer Identification Number (EIN) 93-1109980  
 City of Portland Business License # 203707  
 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:

Bernard V Foster  
 Signature  
BERNARD V. FOSTER  
 Name  
publisher  
 Title

3 June 2011  
 Date

## 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**CITY ATTORNEY**  
**SUBJECT TO INSURANCE APPROVAL**Approved  
by City Auditor:\_\_\_\_\_  
Office of City Auditor\_\_\_\_\_  
Date

## 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 Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

**If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.**

## SECTION B

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. 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;
2. 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;
3. 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 or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature \_\_\_\_\_

Date \_\_\_\_\_

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
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 four or more of the following circumstances exist. Contractor check four or more of the following:
  - ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - ☐ B. 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;
  - ☐ C. 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;
  - ☒ D. Labor or services are performed only pursuant to written contracts;
  - ☒ E. Labor or services are performed for two or more different persons within a period of one year; or
  - ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

# 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 Grantee's services to be provided under this Grant agreement.

3. ☐ Required and attached or Waived by City Attorney : N/A Transportation not provided

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.
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.



ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

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

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 does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>LaPorte &amp; Associates, Inc.</b> 5515 S.E. Milwaukie Avenue Portland, OR 97202		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>503.239.4116</b> FAX (A/C, No): <b>503.231.9021</b> E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>00013392</b>	
<b>INSURED</b> <b>IMM Publications Inc</b> <b>DBA: The Skanner</b> PO Box 5455 Portland, OR 97228		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: TRANSPORTATION INSURANCE CO</b> NAIC # <b>29484</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1112 GL

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			<b>B3010083150</b>	<b>05/01/2011</b>	<b>05/01/2012</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<b>EXCESS LIAB</b>						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DEDUCTIBLE						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM


CITY ATTORNEY

DESCRIPTION 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.

## CERTIFICATE HOLDER

## CANCELLATION

City of Portland, Oregon City Hall 1221 SW 4th Avenue, Room 110 Portland, OR 97204	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  Todd Yost/JANET
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