

East Portland Action Plan

2012 - 13 EPAP Grant Funded Projects

Exhibit A

2012.05.03

<u>Exhibit</u>	<u>Fiscal Agent:</u> <u>Agency</u>	<u>Award</u>	<u>Project</u>
B	Audubon Society of Portland	\$4,000	East Portland Community Camp will provide one week of safe, fun, and structured programs on exploring, gaining confidence in the outdoors and promoting the importance of birds and their role in our environment. The goal of Community Summer Camp is to give environmental education opportunities to underserved communities.
C	Better Life - USA	\$5,000	Youth & Parent Mentoring Program will address the Arab immigrant/refugee community by providing student tutoring and service as liaison between these families and their student's educational institutions for one year.
D	Buddhatham-Aram, Inc.	\$4,500	Civic Engagement Workshop will provide three Civic Engagement Workshops for members of the Lao community. Participants will be provided with opportunities to engage in various activities and to perform their duties and responsibilities within the Lao community, neighborhood, and East Portland Action Plan.

E	David Douglas School District: Earl Boyles Elementary School	\$2,990	Expanding Earl Boyles Elementary School playground for accessibility and inclusion of community will purchase playground equipment that will make the play space utilizable to children of different abilities and wheelchair friendly. These additions to the playground will be available to the general community during off-school hours.
F	IRCO: Gateway EcoDistrict	\$5,000	Re-Energizing Gateway will implement phase one of a three-phase project that will lower energy costs through addressing home-improvement needs and help meet overall carbon goals for the EcoDistrict area, while increasing livability for some of the most at-risk populations in our community.
G	Grow Portland	\$4,500	Eastminster Community Garden will develop a large 100-plot community garden at Eastminster Presbyterian Church to serve the diverse population of East Portland.
H	Human Solutions, Inc.	\$3,000	Division Street Organizing Project will organize and develop leadership of residents and business leaders in their work to establish a 'Neighborhood Prosperity Initiative Area' for Division Street between 119th and 148th. The focus will be on economic development to revitalize the area for both the business community and the residents.
I	Impact NW	\$4,500	Urban Opportunities will promote job readiness and create employment opportunities for at-risk students at Parkrose High School through an innovative partnership between the 'Urban Opportunities' program and Blue Lake Regional Park.

J	Johnson Creek Watershed Council	\$2,020	JCWC's Volunteer Restoration Project in the Pleasant Valley Neighborhood will mobilize volunteers and the surrounding neighborhood to remove garbage from the Kelley Creek's banks and channel and clear out the blackberry that is overrunning the 300 trees planted by JCWC at the Pleasant Valley Grange.
K	Metropolitan Family Service	\$4,990	Parent Involvement Project at David Douglas High School SUN will provide an inclusive High School community for parents by holding quarterly evening family events that are specifically targeted to traditionally marginalized communities and offering English as a Second Language (ESL) classes to support equitable involvement that promotes access to education, builds a sense of community rooted in the school, empowers families to be educational advocates, and breaks down barriers in a non-traditional manner.

L	East Portland Neighbors	\$9,000	<p>East Portland Exposition will hold a one-day celebration of ethnic cultures of East Portland that showcases and celebrates the respective cultures, educates cross-culture, cultivates relationships, and gives the broader community an intimate introduction to the numerous cultural newcomer groups that now call East Portland home.</p> <p>Parkrose High School Bronco Busters Music Instrument Purchase, Repair, and Donations will purchase new and repair existing band instruments and solicit donations of instruments for the Parkrose School District. This will directly facilitate musical curriculum for students and contribute toward a rewarding education experience that keeps students focused and remaining in school.</p>
M	Parkrose School District	\$5,000	<p>Black Parent Initiative's "Parent University Classes" and Two East Portland School Districts will provide 40 hours of the Black Parent Initiative "Effective Black Parenting" course for African American parents referred from Parkrose and David Douglas School Districts.</p>

N	Exhibit "N" withdrawn. Now designated within Exhibit 'L' East Portland Neighbors: Parkrose High School Bronco Boosters	\$5,000	Exhibit "N" withdrawn. Now designated within Exhibit 'L' East Portland Neighbors: Parkrose High School Bronco Boosters. This project is now fiscally sponsored by East Portland Neighbors, Inc. Music Instrument Purchase, Repair, and Donations will purchase new and repair existing band instruments and solicit donations of instruments for the Parkrose School District. This will directly facilitate musical curriculum for students and contribute toward a rewarding education experience that keeps students focused and remaining in school.
O	The Rosewood Initiative	\$5,000	Rosewood Cafe Project Manager to Support Community Involvement will support the creation of a staff position to build community through Asset Based Community Development by coordinating, supporting, and assisting with community capacity building projects and activities in the geographic area centered around SE 162nd Avian Stark.
P	Faith Baptist Church of Portland: Russian Speaking Network	\$4,000	Children's Stresses and Solutions for Parents will provide Russian Speaking/Slavic families a series of educational workshops on 'Children's Stresses and Solutions for Parents'. The workshops will be culturally appropriate and address education goals and psychological illness. Parents will be guided in building support networks, resource options, and school system advocacy.

Inter-agency Agreement	City of Portland: Parent Teacher Organization of Parklane Elementary	\$5,000	Continuing Services Engineering Strategy Plan for Parklane and Oliver Elementary will assess the Parklane and Oliver Elementary School transportation safety needs and create a prioritized list of improvements and a Family Friendly Map highlighting safe ways that students and families can walk or bike to school. This will be done in partnership with the school community, neighbors, and the City of Portland Safe Routes to School program.
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GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Audubon Society of Portland (OR "GRANTEE") in an amount not to exceed \$4,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded the Audubon Society of Portland with an allocation of \$4,000.00.

Audubon Society of Portland's project will: provide one week of safe, fun, and structured programs on exploring, gaining confidence in the outdoors and promoting the importance of birds and their role in our environment. The goal of Community Summer Camp is to give environmental education opportunities to underserved communities.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 Audubon Society of Portland's project:

- Summer Camp will be provided for 25 low-income youth and youth of color participants and their families (50 total) served by Rose Community Development Corporation (CDC).
- Workshops will address healthy watersheds and native wildlife and habitat in East Portland.
- Campers receive healthy lunches and snacks, materials for journaling, and baseball caps.
- Interpreters will be provided for camp activities.
- At least one Rose CDC staff member will attend three days of training at the Audubon Mt. Hood Cabin.
- Training space will be provided at Leach Botanical Gardens.
- EPAP will be acknowledged in the Warbler newsletter, website, and annual report.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Steve Robertson, Education Director and Meryl Redisch, Executive Director of Audubon Society of Portland.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.

2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,000 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products

and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BH*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau X *BH*

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

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- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of

this Agreement that are not contained herein.

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- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

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The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Audubon Society of Portland
Address: 5751 NW Cornell Rd
Employer Identification Number (EIN) 93602 6088
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:

Meryl Redisch
Signature
Meryl Redisch
Name
Ex. Dir.
Title

4/10/12
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: Audubon Society of

Name: Amalia Alarcon de Morris

Name: Meryl Redisch Portland.

Title: Bureau Director

Title: Ex. Director

Date: Agallans

Date: 4/10/2012

Approved as to Form
APPROVED AS TO FORM

James H. Van Dyke
5/15/12
CITY ATTORNEY
City Attorney

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

185366

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature

Date

Entity

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Grantee Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2012

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239		CONTACT NAME: Janice Wilson PHONE (A/C No. Ext): (503) 293-8325 E-MAIL ADDRESS: jwilson@jdfulwiler.com FAX (A/C No): (503) 293-5418	
INSURED Audubon Society of Portland 5151 NW Cornell Road Portland OR 97210		INSURER(S) AFFORDING COVERAGE INSURER A: Great American/Specialty Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 11-12****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			PAC5155080	9/20/2011	9/20/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	GEN'L 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
A	AUTOMOBILE LIABILITY			CAP4884324	9/20/2011	9/20/2012	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$ 1,000,000				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
A	UMBRELLA LIAB			UMB5155082	9/20/2011	9/20/2012	PIP-Basic \$ 15,000
	EXCESS LIAB		EACH OCCURRENCE \$ 2,000,000				
	<input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 2,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				

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, in the operations of the named insured subject to policy provisions, conditions and exclusions; Cancellation provisions per attached policy conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Portland
East Portland Neighborhood Office
1017 NE 117th Avenue
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

Janice Wilson/WILSON

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IL 02 79
(Ed. 09 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this Policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (3) substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- (4) failure to comply with reasonable loss control recommendations;
- (5) substantial breach of contractual duties, conditions or warranties;

(6) determination by the Commissioner that the continuation of a line of insurance or class of business to which the Policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the Commissioner by rule, but only with respect to insurance provided under the following:

- (1) a package policy that includes commercial property and commercial liability insurance;
- (2) **Commercial Automobile Coverage Part;**
- (3) **Commercial General Liability Coverage Part;**
- (4) **Commercial Property Coverage Part - Legal Liability Coverage Form;**

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- (5) Commercial Property Coverage Part - Mortgageholders Errors and Omissions Coverage Form;
- (6) Employment-Related Practices Liability Coverage Part;
- (7) Farm Coverage Part - Farm Liability Coverage Form;
- (8) Liquor Liability Coverage Part;
- (9) Products/Completed Operations Liability Coverage Part; or
- (10) Medical Professional Liability Coverage Part.

B. Paragraph 3. of the **Cancellation** Common Policy Condition is amended by the addition of the following:

- 3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Number of Days' Notice of Cancellation:

- a. With respect to insurance provided under 2.c.(1) through (10) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
- b. With respect to insurance other than that provided under 2.c.(1) through (10) above, cancellation will not be effective until at least:
 - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
 - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the **Cancellation** Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. expiration date of the Policy; or
- b. anniversary date of the Policy if the Policy is written for a term of more than one year or without a fixed expiration date.

However, if this Policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the Policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing of Notices

- a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.
- b. The following provision applies with respect to coverage provided under the **Farm Coverage Part**:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the Policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to paragraph 2.a. above.

185366

www.saif.com

**OREGON WORKERS COMPENSATION
CERTIFICATE OF INSURANCE****CERTIFICATE HOLDER:**

CITY OF PORTLAND
ATTN:IORE WINTERGREEN
1017 NE 117TH AVE.
PORTLAND, OR 97220

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.

371458

POLICY PERIOD

01/01/2012 to 01/01/2013

ISSUE DATE

01/23/2012

INSURED:

AUDUBON SOCIETY OF PORTLAND
5151 NW CORNELL RD
PORTLAND, OR 97210-1081

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:

All Operations

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.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE ABOVE NAMED CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

Brenda JP Reddick

President and CEO

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 5/15/12

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

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Better Life - USA (OR "GRANTEE") in an amount not to exceed \$5,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded Better Life - USA with an allocation of \$5,000.00.

Better Life - USA's project will: address the Arab immigrant/refugee community in the designated East Portland area by providing student tutoring and service as liaison between these families and their student's educational institutions for one year.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 Better Life - USA's project:

- Tutoring 15 students from 11 families with their school work and school participation in the family home on a weekly basis.
- Liaison service mentoring these Arab immigrant/refugee families with adjustment to East Portland school systems, including: assistance with paper work and communication assistance via phone or in-school visit.
- Providing education about the significance of the local library, after school programs and other social activities.
- Representation of the needs of the Arab immigrant/refugee community to the appropriate School District.
- Supplementary curriculum with Arabic Translations.
- Rewards for youth progress that reflect integration into community opportunities and hospitality gifts to families that honor Arabic cultures.
- One event for the families currently in the program to meet others in the community, as part of the 'Neighbor knowing Neighbor' efforts for new families.
- EPAP will be acknowledged in all Youth & Parent Mentoring Program communication, at every event that Better Life – USA hosts, and through invitation of EPAP to the Better Life – USA Youth & Parent Mentoring events.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Lisa Kelly, Executive Director of Better Life-USA.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2012. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary

covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.

2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$5,000 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct

any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or

applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for

independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BN*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau _____

Waived by operating Bureau Director or designee X *BN*

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties

and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Better Life - USA

Address: 3534 SE Main St. Portland, OR 97214

Employer Identification Number (EIN) 27-3629130

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:

Lisa Kelly _____
 Signature
Lisa Kelly _____
 Name
Executive Director _____
 Title

4.2.2012 _____
 Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: Agustin _____

GRANTEE

Organization: Better Life - USA

Name: Lisa Kelly _____

Title: Executive Director _____

Date: 4.2.2012 _____

APPROVED AS TO FORM

City Attorney

CITY ATTORNEY

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature [Signature] Date 4.2.2012 Entity non-profit Better Life - USA ¹⁴

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Ishtef
Grantee Signature

4.2.2012
Date

185366



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/11/2012

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 Slater & Associates Insurance Inc PO Box 1469 Tualatin OR 97062-1469		CONTACT NAME: Linda Shields PHONE (A/C No. Ext): (503) 624-0466 E-MAIL ADDRESS: linda@slaterinsurance.com FAX (A/C No): (503) 624-0846	
INSURED Better Life USA 3534 SE Main St Portland OR 97214		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GL 12

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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK847824	3/27/2012	3/27/2013	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

 James H. Van Dyke
 CITY ATTORNEY
 5/15/12

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

lore.wintergreen@portlando East Portland Action Plan 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 Paul Gillaspie/LRS <i>Paul L. Gillaspie</i>
---	--

ACORD 25 (2010/05)

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INS025 (201005).01

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"Dedicated to a Peaceable Society through community development both locally and internationally"

February 27, 2012

To Whom It May Concern:

Better Life - USA will not be providing transportation, vehicle or otherwise, for staff, volunteers, or students associated with the Youth & Parent Mentoring Program. All those involved in this program hold the responsibility themselves to get to and from their places of meeting.

Respectfully,


Lisa Kelly
Executive Director

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and BUDDHATHAM-ARAM, Inc. (OR "GRANTEE") in an amount not to exceed \$4,500. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded the BUDDHATHAM-ARAM, Inc. with an allocation of \$4,500.00.

BUDDHATHAM-ARAM, Inc.'s project will: provide three Civic Engagement Workshops in East Portland for East Portland members of the Lao community. Participants will be provided with opportunities to engage in various activities and to perform their duties and responsibilities according to their skills and abilities, their commitment, and their availability of time within the Lao community, neighborhood, and East Portland Action Plan.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 BUDDHATHAM-ARAM, Inc.'s project:

- Three (3) Civic Engagement Workshops: 'The Law and Crime Prevention', 'Health', and Next Step Community Involvement and Leadership Placement Opportunities' for a total of 75 members served. Instruction will be in both Lao and English, with information in English translated into Lao as needed.
- Each workshop will be for a duration of 6 hours. Speakers will be from mainstream services and the Lao community.
- Outreach will include word-of-mouth, announcements, referrals from all Lao organizations, and English and Lao brochures.
- The leadership model will be translated into Lao.
- Training space and food will be provided.
- EPAP will be acknowledged in outreach information and at the 'Successful Celebration' event.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Phanida S. Sengsirivanh, Program Coordinator of Buddhatham-Aram, Inc.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2012. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.

2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,500 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products

and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X ^{BA}

Waived by operating Bureau Director or designee ____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau ____

Waived by operating Bureau Director or designee X ^{BA}

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of

this Agreement that are not contained herein.

185366

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): BUDDHATHAM-ARAM
 Address: 4350 NE 133rd Ave
 Employer Identification Number (EIN) 93-0804865
 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:

Hongta Chanthavong
 Signature
HONGTA CHANTHAVONG
 Name
Board of Director
 Title
BOARD CHAIR

4/3/12
 Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: 4/3/12

GRANTEE

Organization: BUDDHATHAM-ARAM

Name: Hongta Chanthavong

Title: Board of Director

Date: 4/3/12 BOARD CHAIR

Approved as to Form
 APPROVED AS TO FORM

James H. Van Dyke
 City Attorney ATTORNEY 5/16/12

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

185366

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 Lore Wintersgreen

Date 04.03.12

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 Hongsa Chantharong

Date 4/3/12



CERTIFICATE OF LIABILITY INSURANCE

OP ID TJ

DATE (MM/DD/YYYY)

04/05/12

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 Liberty Northwest Insurance PO Box 188065 Fairfield OH 45018 Phone: 888-451-8277 Fax: 800-845-3666	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: BUDDH-1														
INSURED Buddhatham-Aram Inc. dba Wat Buddhathamaram 4350 NE 133rd Ave Portland OR 97230	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Economy</td> <td>19690</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Economy	19690	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
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 LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		02CE17262450	09/01/11	09/01/12	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10000
	<input type="checkbox"/>					PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2000000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		02CE17262450	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
						WC STATUTORY LIMITS \$
						OTHER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 5/15/12

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

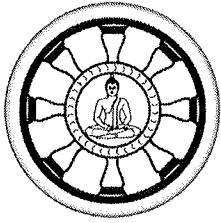
The City of Portland, its officers, agents and employees are named as Additional Insured per written contract, agreement, permit or schedule. Subject to policy terms, conditions, limitations and exclusions.

Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

CITYPOR City of Portland Office of Neighborhood Involvement 1221 SW 4th Ave, Rm 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 <i>Taywana Swales</i>
---	--



វត្តបុរាណវិស័យ
BUDDHATHAM-ARAM, Inc.

4350 NE 133rd Ave. Portland, OR 97230

Sala: 503-252-8923

Kuti: 503-408-6911

www.watpdx.com

185366

Statement
Of
Automobile Liability Insurance

Portland, OR
04/03/2012

RE: Automobile Liability Insurance

We will not provide vehicle for transportation in our project because everyone who will be attending Civic Engagement Workshops or involve in the project will use their own transportation.

Project Coordinator

Phanida Sengsirivanh

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and David Douglas School District No. 40 (OR "GRANTEE") in an amount not to exceed \$2,990. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded the Earl Boyles Elementary School, David Douglas School District with an allocation of \$2,990.00.

Earl Boyles Elementary School, David Douglas School District's project will: purchase playground equipment that will make the play space utilizable to children of different abilities, providing much needed opportunities for students to practice both social and physical skill development that is wheelchair friendly. These additions to the playground will be available to the general community during off-school hours.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 Earl Boyles Elementary School, David Douglas School District's project:

- Two "Stationary Cyclers" to be purchased, placed in the school play area adjacent to Earl Boyles Park, and utilized by all children, including children in wheelchairs.
- The play equipment will be available to the public during off-school hours.
- EPAP will be acknowledged in David Douglas School District communications and through school's partnership with the Multnomah County SUN, Metropolitan Family Services' preschool, the Oregon Food Bank, and City of Portland Parks and Recreation.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Ericka Buynes, Principal Earl Boyles Elementary School and Dan McCue, Special Projects Communications David Douglas School District.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2013. The Final Report will include:

1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$2,990 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such

nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or

decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any

employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BW*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau X *BW*

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.

5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the

policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.

- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

185366

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): David Douglas School District NO. 40
Address: 1500 SE 130th Avenue, Portland, OR 97233
Employer Identification Number (EIN) 96-6014226
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:

PATT KOMAR
Signature
PATT KOMAR
Name
DIRECTOR, ADMIN SERVICES
Title

4/18/12
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: DAVID DOUGLAS SCHOOL DISTRICT

Name: Amalia Alarcon de Morris

Name: PATT KOMAR - SIGNATURE ABOVE

Title: Bureau Director

Title: DIRECTOR, ADMIN SERVICES

Date: 4/18/12

Date: 4/18/12

Approved as to Form
APPROVED AS TO FORM

James H. Van Dyke
City Attorney CITY ATTORNEY 5/15/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

185366

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature [Signature] Date 4/18/12 Entity David Douglas School District

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Grantee Signature _____

Date _____

CERTIFICATE OF COVERAGE

 DATE
1/20/2012
AGENT
 Beecher Carlson Insurance Agency, LLC
220 NW 2nd Avenue, Suite 800
Portland, OR 97209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

www.beechercarlson.com

COMPANIES AFFORDING COVERAGE**NAMED PARTICIPANT**
 David Douglas School District No 40
1500 SE 130th Ave
Portland OR 97233

COMPANY A: Property and Casualty Coverage for Education

COMPANY B: Genesis Insurance Company

COMPANY C:

COMPANY D:

COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	26P6000722	7/1/2011	7/1/2012	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ OCCURRENCE					
A	AUTOMOBILE LIABILITY	26P6000722	7/1/2011	7/1/2012	GENERAL AGGREGATE	\$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE	\$ 500,000
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
A	AUTO PHYSICAL DAMAGE	26P6000722	7/1/2011	7/1/2012	SCHEDULED AUTOS	PER SCHEDULE
	✓ SCHEDULED AUTOS				HIRED AND NON-OWNED AUTOS	\$
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
B	EXCESS LIABILITY	26P6000722	7/1/2011	7/1/2012	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 9,500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ AUTO LIABILITY					
	PROPERTY					

APPROVED AS TO FORM

 James H. Van Dyke
CITY ATTORNEY
5/19/12
DESCRIPTION

Grant Funding source for Named Participant

Professional liability is included in General Liability limits.

CERTIFICATE TYPE
☐ EVIDENCE OF INSURANCE CERTIFICATE

☒ ADDITIONAL PARTICIPANT CERTIFICATE
CERTIFICATE HOLDER
 East Portland Action Plan Advocate
City of Portland, its officers, agents and employees
1017 NE 117th Ave.
Portland OR 97220
CANCELLATION

SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PACE WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 Shelley Elkins
(PORT) Shelley Elkins

CERTIFICATE ATTACHMENT

185366

DATE ISSUED
1/20/2012

NAMED INSURED:

David Douglas School District No 40
1500 SE 130th Ave
Portland OR 97233

When required by an insured contract

East Portland Action Plan Advocate
City of Portland, its officers, agents and
employees
1017 NE 117th Ave.
Portland OR 97220

is additional participant in respects to
Grant Funding source for Named Participant

but only with respect to negligence claims for bodily injury, property damage or personal injury where the named participant is deemed to have liability. In no event shall coverage extend to any party for any claim, suit or action, however or whenever asserted, arising out of the certificate holders sole negligence or for any claim, suit or action which occurs prior to the execution of the contract or agreement. Professional Liability for specific work experience and clinical students included in liability coverage.

01/20/2012

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 LaPorte & Associates, Inc. 5515 S.E. Milwaukie Avenue Portland, OR 97202	CONTACT NAME: Jan O'Meara	
	PHONE (A/C, No, Ext): 503.239.4116 x143	FAX (A/C, No): 503.231.9021
	E-MAIL ADDRESS: jomeara@laporte-insurance.com	
INSURED David Douglas School Dist 1500 SE 130th Portland, OR 97233	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Liberty Northwest Ins. Co.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 11/12 WC

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC41NC002968	07/01/2011	07/01/2012	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

10 Days Notice of Cancellation Applies for Non-Payment

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

Phil Dollar, ARM/JAN

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Additional Coverages and Factors

06/20/2011

Line of Business Coverages for Workers Compensation

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
WC & Employer's liability	500,000/500,000/ 500,000	Per Accident Applies: Medical Only			
Annual Payment Credit				-24,692.00	
Adjst. to reconcile-exp mod. premium				-78,087.40	0.85000
Premium discount				-30,975.00	0.07000
Terrorism				13,868.00	0.02000
Surcharges					
Contractors Prem Adjust Program					
Loss constant					
Assigned risk add'l premium					
Expense constant				100.00	

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Immigrant & Refugee Community Organization (OR "GRANTEE") in an amount not to exceed \$5,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded the Immigrant & Refugee Community Organization for their project titled "Gateway EcoDistrict" with an allocation of \$5,000.00.

Immigrant & Refugee Community Organization's project, "Gateway EcoDistrict" will: implement phase one of a three-phase project that will lower energy costs through addressing home-improvement needs and help meet overall carbon goals for the EcoDistrict area, while increasing livability for some of the most at-risk populations in our community.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 & Refugee Community Organization, Gateway EcoDistrict's project:

- Partnership with the Immigrant and Refugee Community Organization (IRCO), Community Energy Project (CEP), and Gateway EcoDistrict, targeting and providing outreach and funding assistance to 15 homes of culturally diverse seniors and low-income residents in need of home repair and energy upgrades.
- Recruitment of 25 and training of 15 volunteers to repair participating homes.
- The following will be addressed in the first phase of the project: lead poisoning prevention, window leak repairs and caulking, installation of low-flow showerheads, energy efficient light bulb replacement, installation of grab bars, bathtub transfer benches, installation of carbon monoxide and smoke detectors, and minor carpentry repairs to stairs and porches.
- A kick-off party will be held to promote the project and bring together potential participating homeowners, volunteers, funders, and organizations.
- Training space will be provided by IRCO and training staff by CEP.
- EPAP will be acknowledged in all marketing materials, including brochures, articles in the media, banners, flyers, and posters. EPAP will also be acknowledged at eh kick-off party to promote the project.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representatives for this Agreement are Jeff MacDonald and Colleen Gifford, Project Co- Coordinators of Immigrant & Refugee Community Organization, Gateway EcoDistrict.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the

completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2013. The Final Report will include:

1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$5,000 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other

term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or

decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.

- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any

employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BM*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau X *BM*

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the

policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in

conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

185366

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2013.

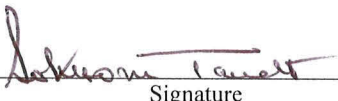
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Immigrant & Refugee Community Organization (IRCO)
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:


Signature
Sokhom Tauch
Name
Executive Director
Title

9-3-12
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: IRCO

Name: Amalia Alarcon de Morris

Name: SOKHOM TAUCH

SIGNATURE
ABOVE

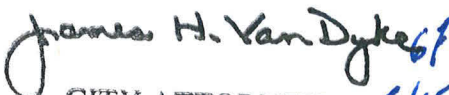
Title: Bureau Director

Title: EXEC DIRECTOR

Date: 

Date: 4/3/12

Approved as to Form
APPROVED AS TO FORM


CITY ATTORNEY 5/15/12
City Attorney

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature [Signature] Date 4-4-12 Entity IRCO

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Grantee Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2012

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 Beecher Carlson Insurance Agency LLC 220 NW 2nd Ave Ste 800 Portland OR 97209-1831	CONTACT NAME: Deborah Abbott PHONE (A/C, No, Ext): (503) 219-3291 FAX (A/C, No): (503) 914-5491 E-MAIL ADDRESS: deborah.abbott@beechercarlson.com
INSURED Immigrant & Refugee Community Organization, 10301 NE Glisan Portland OR 97220	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC #: 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11-12GL/PL/AU/UMB/CRIME

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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK776951	10/1/2011	10/1/2012	MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liab. Incl						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			PHPK776951	10/1/2011	10/1/2012	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Uninsured/Underinsured \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ 3,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB360167	10/1/2011	10/1/2012	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Employee Dishonesty including ERISA			PHPK776951	10/1/2011	10/1/2012	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)

This form is subject to policy terms, conditions and exclusions.

City of Portland and its bureaus/divisions, officers, agents and employees are named as additional insured's per form CG2026 07/04 (attached)

CERTIFICATE HOLDER

CANCELLATION

City of Portland
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

J Stott, CIC, CRM/CIN

Additional Named Insureds

Other Named Insureds

IRCO

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Professional Liability-Each Incident Limit	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits Liability - Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Damage to Premises Rented To You	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Sexual/Physical Abuse - Each Abusive Conduct	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Sexual/Physical Abuse - Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Wa Stop Gap: BI Injury by Disease Limit	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Retroactive Date	Coverage Code RETRO	Form No.	Edition Date
Limit 1 11/1/2005	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Wa Stop Gap Each Occurrence	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Wa Stop Gap Liab Each Person	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits Liability - Each Claim	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Professional Liability - Aggregate Limit	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

ADDITIONAL COVERAGES

Ref #	Description Hired And Non Owned Auto Liability	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 15,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

**OREGON WORKERS COMPENSATION
CERTIFICATE OF INSURANCE****CERTIFICATE HOLDER:**

CITY OF PORTLAND OFFICE OF NEIGHBORHOOD
OFFICE OF NEIGHBORHOOD INVOLVEMENT-EAST
1017 NE 117TH AVE.
PORTLAND, OR 97220

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.
443140

POLICY PERIOD
10/01/2011 to 10/01/2012

ISSUE DATE
04/02/2012

INSURED:

IRCO
IRCO/ASIAN FAMILY CENTER
ACCOUNTS PAYABLE DEPT
10301 NE GLISAN ST
PORTLAND, OR 97220-4013

BROKER OF RECORD:

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 5/15/12

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.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE ABOVE NAMED CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

Brenda JP Reddick

President and CEO

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

**OREGON WORKERS COMPENSATION
CERTIFICATE OF INSURANCE****MAIL TO:**

IRCO
IRCO/ASIAN FAMILY CENTER
ACCOUNTS PAYABLE DEPT
10301 NE GLISAN ST
PORTLAND, OR 97220-4013

CERTIFICATE HOLDER:

CITY OF PORTLAND OFFICE OF
NEIGHBORHOOD INVOLVEMENT
OFFICE OF NEIGHBORHOOD
INVOLVEMENT-EAST PORTLAND ACTION
PLAN ADVOCATE
1017 NE 117TH AVE.
PORTLAND, OR 97220

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.
443140

POLICY PERIOD
10/01/2011 to 10/01/2012

ISSUE DATE
04/02/2012

INSURED:

IRCO
IRCO/ASIAN FAMILY CENTER
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.

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 5/15/12

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

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE
IRCO

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.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE ABOVE NAMED CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

Brenda JP Rocklin

President and CEO

GRANT AGREEMENT NO.**185366**

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Grow Portland (OR "GRANTEE") in an amount not to exceed \$4,500. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded Grow Portland for their project "Eastminster Community Garden" with an allocation of \$4,500.00.

Grow Portland's project, Eastminster Community Garden, will develop a large 100-plot community garden at Eastminster Presbyterian Church to serve the diverse population of East Portland.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 at Eastminster Presbyterian Church's project:

- 100-plot garden at Eastminster Presbyterian Church, NE 125th and Halsey St. that will provide for 75 families, including approximately 250 adults and children.
- Fencing, irrigation, and tillage will be provided.
- Outreach and recruitment of gardeners will be conducted
- Two volunteer work days to develop mulched pathways, layout plots, and apply soil amendments and \$1,500 worth of time toward installation of irrigation lines.
- Applications will be made available in different languages and distributed through the Immigrant and Refugee Community Organization.
- A kickoff event.
- EPAP will be acknowledged on the Grow Portland website and through press releases, flyers, emails, Facebook, Twitter, CNRG and Craigslist websites, and at the kickoff event.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is David Beller, Director of Grow Portland, Eastminster Community Garden.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2012. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse

the City for any unexpended amount.

2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,500 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct

any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or

applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for

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independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BM*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau _____

Waived by operating Bureau Director or designee X *BM*

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties

and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

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The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Grow Portland
Address: 4706 NE 10th Ave Portland OR 97211
Employer Identification Number (EIN) 27-1495485
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:

Lee David Beller
Signature
David Beller
Name
Executive Director
Title

3/29/2012
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: Grow Portland

Name: Amalia Alarcon de Morris

Name: David Beller

Title: Bureau Director

Title: Executive Director

Date: 3/29/2012

Date: 3/29/2012

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
City Attorney ATTORNEY 5/15/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature

Dawn Balle

Date

3/29/2012

Entity

Grown Portland

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Grantee Signature

Date

GRANT AGREEMENT NO.**185366**

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Human Solutions, Inc. (OR "GRANTEE") in an amount not to exceed \$3,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded Human Solutions, Inc. with an allocation of \$3,000.00.

Human Solutions, Inc.'s project will: organize and develop leadership of residents and business leaders in their work to establish a 'Neighborhood Prosperity Initiative Area' for Division Street between 119th and 148th. The focus will be on economic development to revitalize the area for both the business community and the residents.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 Human Solutions, Inc.'s project:

- Recruitment of partners from businesses, Neighborhood Associations, civic and faith based groups, schools, tenants, and residents in the area toward building the 'Neighborhood Prosperity Initiative Area' for Division Street between 119th and 148th.
- Organizing partnership involvement of 200 citizens and 30 businesses in providing input, prioritization of the projects, and project implementation.
- Matching funding provided by the Portland Development commission will be utilized for leadership training, technical analysis and project prioritization and implementation.
- Pursuit of the critical focus of obtaining new jobs.
- EPAP will be acknowledged in materials and meetings of the group, as well as when group representatives meet with local businesses, business associations, and neighborhood residents.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Jean Demaster, Executive Director of Human Solutions, Inc.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.

2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.
3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$3,000 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.

- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products

and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *PM*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau _____

Waived by operating Bureau Director or designee X *PM*

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of

this Agreement that are not contained herein.

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

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The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Human Solutions for the Division - midway NPIA
Address: 12350 SE Powell, Portland, Oregon
Employer Identification Number (EIN) 93-0977166
City of Portland Business License # NOT APPLICABLE → 440051 - License Number
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
501(c)(3) Tax Exempt

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:

Jean DeMaster
Signature
Jean DeMaster
Name
Executive Director
Title Human Solutions

4/6/12
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: HUMAN SOLUTIONS

Name: Amalia Alarcon de Morris

Name: JEAN DEMASTER

Title: Bureau Director

Title: EXEC DIRECTOR

Date: 4/6/12

Date: 4/6/12

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 5/15/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature *Joe A. Martin* Date 4/6/12 Entity Herman Solutions
Executive Director

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

 Grantee Signature

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2012

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	CONTACT NAME: Dana Rheault PHONE (A/C, No, Ext): (503) 293-8325 FAX (A/C, No): (503) 293-5418 E-MAIL ADDRESS: drheault@jdfulwiler.com														
INSURED Human Solutions, Inc and per attached schedule 12350 SE Powell Blvd Portland OR 97236	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Ins Co of NY</td> <td></td> </tr> <tr> <td>INSURER B: Great American Assurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Saif Corporation</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Ins Co of NY		INSURER B: Great American Assurance Co		INSURER C: Saif Corporation		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Great American Assurance Co															
INSURER C: Saif Corporation															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 12/13 All Lines**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			PAC488467806	1/1/2012	1/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			CAP863943803	1/1/2012	1/1/2013	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	UMBRELLA LIAB			UMB863943903	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			482073	7/1/2011	7/1/2012	CSL Bodily Injury & Property \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				EACH OCCURRENCE \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 2,000,000
A	Professional Liability			PAC488467806	1/1/2012	1/1/2013	E.L. EACH ACCIDENT \$ 500,000
A	Employee Fidelity/Crime			PAC488467806	1/1/2012	1/1/2013	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							Limit, per Occur/Aggregate \$1m/\$3m
							Limit \$100,000

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. Cancellation notice per policy. See attached form IL0279.

CERTIFICATE HOLDER**CANCELLATION**

lore.wintergreen@portlando

City of Portland
 1017 NE 117th Avenue
 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

Dana Rheault/DANA

Additional Named Insureds

Other Named Insureds

Ankeny Arms LP; Ankeny Wood Apartments	Other
Arbor Glen GP, LLC	
Cedar Meadows LP; Cedar Meadows Apartments	Other
East County Solutions, Inc.	
Fairview Arms Housing, Inc	Other
Glisan Street Developer LLC	
Human Solutions Inc 401k Profit Sharing Plan & Trust	
Human Solutions Inc. DBA Carolyn Gardens Apartments	Other
Human Solutions Inc. DBA Columbia View Apartments	Other
Human Solutions Inc. DBA Douglas Meadow Apartments	Other
Human Solutions Inc. DBA Ivon Court Apartments	Other
Humans Solutions Inc. DBA: Green Tree Apartments	Doing Business As
Lincoln Woods Housing LP	Other
Park Vista - Stark LP	Other
Rockwood Building Condominium Association	
Rockwood Building LLC	
Rockwood Housing LP	
Rockwood Housing MSC QALIC B	
The Cedars Housing LP; The Cedar Apartments	Other
The Pines Housing, Inc	Other
Whispering Winds Housing Limited Partnership	

IL 02 79
(Ed. 09 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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OREGON CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition** is replaced by the following:

2. If this Policy has been in effect for:

a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.

b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) nonpayment of premium;
- (2) fraud or material misrepresentation made by you or with your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- (3) substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- (4) failure to comply with reasonable loss control recommendations;
- (5) substantial breach of contractual duties, conditions or warranties;

(6) determination by the Commissioner that the continuation of a line of insurance or class of business to which the Policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

(7) loss or decrease in reinsurance covering the risk.

c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the Commissioner by rule, but only with respect to insurance provided under the following:

- (1) a package policy that includes commercial property and commercial liability insurance;
- (2) **Commercial Automobile Coverage Part;**
- (3) **Commercial General Liability Coverage Part;**
- (4) **Commercial Property Coverage Part - Legal Liability Coverage Form;**

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(5) Commercial Property Coverage
Part - Mortgageholders Errors
and Omissions Coverage Form;

(6) Employment-Related Practices
Liability Coverage Part;

(7) Farm Coverage Part - Farm Li-
ability Coverage Form;

(8) Liquor Liability Coverage Part;

(9) Products/Completed Operations
Liability Coverage Part; or

(10) Medical Professional Liability
Coverage Part.

B. Paragraph 3. of the Cancellation Common
Policy Condition is amended by the addition of
the following:

3. We will mail or deliver to the first Named
Insured written notice of cancellation,
stating the reason for cancellation.

C. The following is added to the Cancellation
Common Policy Condition:

7. Number of Days' Notice of Cancellation:

a. With respect to insurance provided
under 2.c.(1) through (10) above, can-
cellation will not be effective until at
least 10 working days after the first
Named Insured receives our notice.

b. With respect to insurance other than
that provided under 2.c.(1) through (10)
above, cancellation will not be effec-
tive until at least:

(1) 10 days after the first Named In-
sured receives our notice, if we
cancel for nonpayment of pre-
mium; or

(2) 30 days after the first Named In-
sured receives our notice, if we
cancel for any other reason.

D. Paragraph 6. of the Cancellation Common
Policy Condition does not apply.

E. The following are added and supersede any
provision to the contrary:

1. Nonrenewal

We may elect not to renew this Policy by
mailing or delivering to the first Named
Insured, at the last mailing address known
to us, written notice of nonrenewal be-
fore the:

a. expiration date of the Policy; or

b. anniversary date of the Policy if the
Policy is written for a term of more
than one year or without a fixed ex-
piration date.

However, if this Policy is issued for a
term of more than one year and for addi-
tional consideration the premium is guar-
anteed, we may not refuse to renew the
Policy at its anniversary date.

Nonrenewal will not be effective until at
least 45 days after the first Named In-
sured receives our notice.

2. Mailing of Notices

a. If notice of cancellation or nonrenewal
is mailed, a post office certificate of
mailing will be conclusive proof that
the first Named Insured received the
notice on the third calendar day after
the date of the certificate of mailing.

b. The following provision applies with
respect to coverage provided under
the Farm Coverage Part:

If the first Named Insured has affir-
matively consented to our use of an
electronic record to deliver notice of
cancellation or nonrenewal and has not
withdrawn such consent, then the
electronic record delivering notice of
cancellation or nonrenewal satisfies
the requirement that the notice of
cancellation or nonrenewal be pro-
vided, or made available, to the first
Named Insured in writing if we send
the first Named Insured the electronic
record with a request for a return re-
ceipt and we receive the return re-
ceipt. If we do not receive the return
receipt, we may cancel or nonrenew
the Policy only after providing or de-
livering the notice of cancellation or
nonrenewal to the first Named Insured
in writing, subject to paragraph 2.a.
above.

4/11/12

To: Lore Wintergreen
City of Portland Grant Manager
East Portland Action Plan

From: Jean DeMaster  
Executive Director
Human Solutions: Fiscal Agent for the Division-Midway NPIA

RE: Request for Waiver of Automobile Liability Insurance

On behalf of the Division-Midway Neighborhood Prosperity Initiative Area (NPIA), Human Solutions would like to request that the requirement for Automobile Liability Insurance be waived for our project. There will be no automobile transportation associated with the grant provided to the Division-Midway NPIA by the East Portland Action Plan.

Thank you, in advance, for all of your assistance on this.

GRANT AGREEMENT NO.

185366

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Impact NW (OR "GRANTEE") in an amount not to exceed \$4,500.

This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties".

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 2012 - 2013 Grants Program received 25 grant applications for a total request of \$112,271. We had \$68,500 to allocate. A successful application was required to:

1. Demonstrate how one or more Action items identified in the East Portland Action Plan will be addressed.
2. Have Liability Insurance; and a 501 (c) 3 nonprofit status from the IRS or be a government entity, or have fiscal sponsorship from either entity.
3. Take place in and benefit the residents of the East Portland Neighborhood area.
4. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated six-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the Grants Review Committee in September 2011, and the unanimous approval at the December 2011 and January 2012 general EPAP meetings, awarded Impact NW with an allocation of \$4,500.00.

Impact NW's project will: promote job readiness and create employment opportunities for at-risk students at Parkrose High School through an innovative partnership between the 'Urban Opportunities' program and Blue Lake Regional Park.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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 Impact NW's project:

- After-school job readiness and engaged learning using the three-month 'Urban Opportunities' curriculum for 9 high-needs Parkrose High School students.
- Summer employment for 6 Parkrose High School Students and paid internships for 3 students who have completed the 'Urban Opportunities' curriculum.
- Recruitment of students with high-poverty and high diversity backgrounds.
- A concession stand building, kitchen equipment, tables, chairs, supplies, and utilities will be provided by Blue Lake Regional Park.
- EPAP will be acknowledged on signage at the Blue Lake Concession Stand and on promotional flyers.
- Photographs (3 jpegs) of a project activity to be submitted with a completed EPAP Evaluation and Budget form.
- Documentation of activities and progress made on the application identified Action items will be posted on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland East Portland Action Plan as the source of the grant in any promotional materials or events. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Polly Bangs, Urban Opportunities Program Coordinator of Impact NW.
- C. City Grant Manager: The Grant Manager for this Agreement is Lore Wintergreen or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement by December 31, 2013. The Final Report will include:
 1. Financial Report: A final cost accounting of any grant fund expenditures shall be made available to the City. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
 2. Performance Reports: Dated meeting sign-in attendance sheets, expense receipts, and completed "2012-13 East Portland Action Plan Grants Program EVALUATION REPORT FORM," including pictures.

3. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at:
www.eastportlandactionplan.org/updates
4. See more related reporting in sections III, D, Vendor Receipts and IV, I, Maintenance of and Access to Records.
5. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,500 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. Vendor Receipts: GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that

would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, 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. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau X *BN*

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau X *BH*

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Impact NW
 Address: PO Box 33530
 Employer Identification Number (EIN) 93-0557964
 City of Portland Business License # 93-0557964
 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:

Suzanne Washington
 Signature
Suzanne Washington
 Name
Deputy Director
 Title

4/25/12
 Date

CITY OF PORTLAND**GRANTEE**

Office of Neighborhood Involvement

Organization: Impact NW

Name: Amalia Alarcon de Morris

Name: Suzanne Washington

Title: Bureau Director

Title: Deputy Director

Date: Agalloni

Date: 4/25/12

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney
 CITY ATTORNEY
5/15/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

GRANTEE CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Grantee Signature [Signature] Date 4/25/12 Entity Impact NW

If entity does not have Workers' Compensation Insurance, City Project Manager and Grantee 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 grantee 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 grantee 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. Grantee 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.

Grantee Signature _____

Date _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
03/06/2012

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers PO Box 69038 Portland, OR 97239	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-208-6912	FAX (A/C, No): 800-215-0147
INSURED Impact NW P O Box 33530 Portland, OR 97292	EMAIL ADDRESS:	
	INSURERS AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Co.		NAIC #
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

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 L LIABILITY			X		PHPK735177	07/01/11	07/01/12	EACH OCCURRENCE	\$1,000,000	
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
		CLAIMS-MADE	X OCCUR						MED EXP (Any one person)	\$15,000	
	X	ABUSE OR MOLESTATION COVERAGE							PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER								GENERAL AGGREGATE	\$3,000,000	
	X	POLICY	PROJECT						LOC	PRODUCTS - COMP/OP AGG	\$3,000,000
										\$	
A	AUTOMOBILE LIABILITY					PHPK735177	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X	ANY AUTO							BODILY INJURY (Per person)	\$	
		ALL OWNED AUTOS	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
										\$	
										\$	
										\$	
	UMBRELLA LIAB		OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$	
	DED		RETENTION						\$	\$	
										\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N						\$	
									\$		
									\$		
									\$		
A	PROFESSIONAL LIABILITY					PHPK735177	07/01/11	07/01/12	EACH INCIDENT AGGREGATE	1,000,000 3,000,000	

APPROVED AS TO FORM
James H. Van Dyke
CITY ATTORNEY 5/15/12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: East Portland Action Plan 2012 - 13 Grant.
The City of Portland, its officers and employees are named as Additional Insured on the General Liability per the attached form CG 2026 07/04.

CERTIFICATE HOLDER The City of Portland 421 SW 6th Avenue Ste 1100 Portland, OR 97204	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 <i>[Signature]</i>
---	---

185366

Insured Name: Impact NW
Policy Number: PHPK735177
Effective Dates: 07/01/11-07/01/12

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)
--

The 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.

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

THE CITY OF PORTLAND
421 SW 6TH AVENUE STE 1100
PORTLAND, OR 97204

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.
925032

POLICY PERIOD
01/01/2012 to 01/01/2013

ISSUE DATE
03/19/2012

INSURED:

PORTLAND IMPACT INC
IMPACT NW
PO BOX 33530
PORTLAND, OR 97292-3530

BROKER OF RECORD:

HEFFERNAN INSURANCE BROKERS
PO BOX 69038
PORTLAND, OR 97239

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:

East Portland Action Plan 2012 to 13 Grant.

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 Recklin

President and CEO

APPROVED AS TO FORM
Jenna H. Van Dyke
CITY ATTORNEY 5/15/12

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

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

CITY OF PORTLAND
1221 SW FOURTH AVE, SUITE 340
PORTLAND, OR 97204

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.
925032

POLICY PERIOD
01/01/2012 to 01/01/2013

ISSUE DATE
03/19/2012

INSURED:

PORTLAND IMPACT INC
IMPACT NW
PO BOX 33530
PORTLAND, OR 97292-3530

BROKER OF RECORD:

HEFFERNAN INSURANCE BROKERS
PO BOX 69038
PORTLAND, OR 97239

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:

Project: As on file with the Insured.

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