

2012 - 2013 East Portland Action Plan
Civic Engagement Grant Recommended Projects

Exhibit A

2012.06.04

<u>Exhibit</u>	<u>Fiscal Agent:</u> <u>Agency</u>	<u>Award</u>	<u>Project</u>
B	Buddhatham-Aram, Inc.	\$2,000	The 'Laotian Cultural Enhancement Workshop' will recruit and organize a day-long workshop addressing Laotian Cultural Enhancement for all Laotian Americans: Lao, Hmong, Mien, Taidau, and Tailu. The workshop will include cultural entertainment, networking and information sharing on Laotian cultures in East Portland, and Next Step Plan of Action for Laotian cultural enhancement. The Laotian community will increase its unity and be able to enhance their cultures and the newly established Laotian Cultural Center will be the focal point for East Portland, the City of Portland, and other mainstream service providers to communicate effectively with developed Laotian leaders of all ethnic groups regarding cultural and relevant services.
C	Faith Baptist Church of Portland Oregon	\$12,000	The Russian Speaking Network 'Crime Prevention Begins at Home' project will support coordination, recruitment, organizing, and training provision for Russian-Speaking/Slavic families in the East Portland area with the aim to: 1) raise the understanding, knowledge, and trust between this community and East Portland law enforcement and the American judicial system; 2) train and motivate the community to engage in crime prevention and law enforcement awareness activities; 3) expand the scope of involvement of the community to prevent crime and improve livability; and 4) prepare graduates for the next step of civic engagement and demonstrate the way of involvement in the East Portland Action Plan.

D	Native American Youth & Family Center (NAYA)	\$12,100	The 'Engaging Native American Young Adults in Community Building' will engage Native young adults in building leadership in the East Portland Community. This project will focus on outreach, capacity building, and civic engagement of Native American young adults ages 15 – 24. In partnership with Portland Youth & Elders Council, interactive workshops will focus on issues that are identified to build their leadership skills and support an action plan to engage other Native community members in a meaningful way through a group community building project. Although the focus will be on young adults, a multi-generational approach to the capacity building of the community and their family members will be encouraged to support involvement.
E	East Portland Neighbors Inc.	\$12,000	The 'Conexión Latina III' project with the Latino Learning Community/Comunidad Latina Aprendiendo, will recruit and create opportunities for the East Portland Latino community to learn about the U.S. system at different levels and also to expand their work to generate opportunities for Latinos to enhance their leadership skills. The goal is to give children and families the support needed to achieve a stable family, based upon the workshops and their needs to create a healthy home and safe community through learning, advocacy, and leadership in decision making groups in the community.

F	Vietnamese Community of Oregon	\$9,295	<p>Vietnamese Community of Oregon's \$9,295.00 project, 'Community Engagement Project', will organize workshops addressing health disparity and civic engagement in the Vietnamese Community in East Portland. The goals of the health workshops are to 1) provide health information, 2) discuss factors affecting Vietnamese American's health and factors affecting our access to health services, and 3) discuss a plan to increase health awareness in the broader Vietnamese community. Community Involvement and Engagement workshops will create a community vision and strategic plan that identifies community needs, strengths/assets, values, and hopes. Workshops will include presentations on local and state governments.</p>
G	City Bible Church	\$7,410	<p>The 'Civic Engagement Community Building for Zomi' project will recruit for, organize, and teach a series of small group 2-hour workshops that address: Rental and Home Ownership Rights and Responsibilities, Children and Families and The Law and Crime Prevention, Immigration and Citizenship, and Leadership Development or Leadership Placement Opportunities for members of the Zomi/ Zo/ Chin indigenous peoples of Burma. Topics were chosen so that community members will be more effective in civic engagement.</p>

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 \$2,000. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded Buddhatham-Aram, Inc. with an allocation of \$2,000.

Buddhatham-Aram, Inc's \$2,000 project, 'Laotian Cultural Enhancement Workshop', will recruit and organize a day-long workshop addressing Laotian Cultural Enhancement for all Laotian Americans: Lao, Hmong, Mien, Taidau, and Tailu. The workshop will include cultural entertainment, networking and information sharing on Laotian cultures in East Portland, and Next Step Plan of Action for Laotian cultural enhancement. The Laotian community will

increase its unity and be able to enhance their cultures and the newly established Laotian Cultural Center will be the focal point for East Portland, the City of Portland, and other mainstream service providers to communicate effectively with developed Laotian leaders of all ethnic groups regarding cultural and relevant services.

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 Lao American Foundation, Laotian Cultural Enhancement Workshops:

- Project organizing for 25 Laotian community leaders: Lao, Hmong, Mien, Taidam, Tailu and their members to this 6-hour workshop.
- Instruction will be in Lao and information in Lao will be translated into Hmong, Mien, and English.
- Speakers for the workshop will be experts on Laotian cultures and leaders of different ethnic groups: Lao, Hmong, Mien, Taidam, and Tailu, as well as a representative from the East Portland Action Plan.
- After the grant cycle, Lao American Foundation will provide opportunities for all participants to engage in various activities and perform their duties and responsibilities according to their skills and abilities with in the Laotian community, in their Neighborhood, with the East Portland Action Plan, and/or with the City of Portland.
- The cultural sharing entertainment will express the Laotians love of arts and culture and provide recognition of the important role this plays in the community and mainstream services.
- Recruitment, organizing and coordination will be provided. Promotional material/printing of flyers and brochures, advertisements, and instructional documents will be distributed. Food, supplies, and participant support will be made available.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 Lou Sundara, Lao American Foundation, Inc.'s Project Coordinator for 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 June 30, 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 Civic Engagement 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 \$2,000 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 forth 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

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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 _____

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

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 June 30, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): LAO AMERICAN FOUNDATION, INC.
 Address: 809 NE 116TH CT, PORTLAND, OR 97220
 Employer Identification Number (EIN) 93-0923968
 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:

HONGSA CHANTHAVONG
 Signature
HONGSA CHANTHAVONG
 Name
PRESIDENT
 Title

5/30/12
 Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: LAO AMERICAN FOUNDATION, INC.

Name: Amalia Alarcon de Morris

Name: HONGSA CHANTHAVONG

Title: Bureau Director

Title: PRESIDENT

Date: _____

Date: 5/30/12

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney

CITY ATTORNEY

6/6/12

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 _____ 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 05.30.12

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



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BUDDHATHAM-ARAM, INC.

Automobile Liability Insurance Waiver
Portland, OR

May 30th, 2012-05-30

Project Name: East Portland Action Plan/Laotian Cultural Enhancement Workshop

For our event date, there will be no transportation provided. Attendees will be required to provide their own transportation to and from the event. We request that this Automobile Liability Insurance requirement be waived.

Regards,

Hongsa Chanthavong

Hongsa Chanthavong
Board of Director for Buddhatham-Aram, Inc.

185432



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): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: BUDDH-1		INSURER(S) AFFORDING COVERAGE INSURER A: American Economy INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19690
INSURED Buddhatham-Aram Inc. dba Wat Buddhathamaram 4350 NE 133rd Ave Portland OR 97230						

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	02CE17262450	09/01/11	09/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		02CE17262450	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 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 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

Taywana Swales

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EXHIBIT C

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Faith Baptist Church of Portland Oregon (OR "GRANTEE") in an amount not to exceed \$12,000. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded the Faith Baptist Church of Portland Oregon with an allocation of \$12,000.00.

Faith Baptist Church of Portland Oregon's Russian Speaking Network \$12,000 project Crime Prevention Begins at Home will support project coordination, recruitment, organizing, and training provision for Russian-Speaking/Slavic families in the East Portland area with the aim to:

- 1) raise the understanding, knowledge, and trust between this community and East Portland law

enforcement and the American judicial system; 2) train and motivate the community to engage in crime prevention and law enforcement awareness activities; 3) expand the scope of involvement of the community to prevent crime and improve livability; and 4) prepare graduates for the next step of civic engagement and demonstrate the way of involvement in the 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 Faith Baptist Church of Portland Oregon: Russian Speaking Network:

- Project coordination and community organizing for culturally – specific, Russian language workshops: six intensive four-hour workshops with presentations from the Multnomah County District Attorney's office, East Portland Police Bureau, Office of Youth Violence, Independent Police Review, East Portland Crime Prevention Program, Department of Human Services, Northwest Family Services Russian Oregon Social Services, and the City of Portland Office of Neighborhood Involvement.
- Workshops will include a community leadership activity to encourage participants to organize crime prevention activities in their neighborhood.
- 20 adult Russian Speaking/Slavic participants will attend the series.
- Workshop topics will include: 1) Identify a Crime, Report a Crime, and Understanding Measure 11; 2) Communicating with Police; 3) Gangs and Gang Involvement Prevention, Signs of Drug Abuse, and Neighborhood Watch; 4) Children and Families, Child Abuse laws and Regulations, and Connecting with Children; 5) Domestic Violence; and 6: Civic Engagement.
- Each participant will be encouraged to sign-up for IRCO or CIO advanced Diversity Civic Leadership classes and to attend and become involved in the East Portland Action Plan and Subcommittees.
- During the last workshop, those attending will be lead in an exercise to make an action plan that addresses: 1) their next steps in getting involved with leadership classes and the EPAP, and 2) how they will share the valuable information they learned at these workshops with their friends, family, and community members. They will be encouraged and supported to organize workshops for their own groups and will be assisted with curriculum and speakers.
- Recruitment, coordination, facilities, food and small prizes will be provided.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 Natalya Sobolevskaya and Anna Volkova, Russia Speaking Network Project Coordinators of Faith Baptist Church 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 June 30, 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 Civic Engagement 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 \$12,000 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 ____

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

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 ^{June 30} December 31, 2013.

Grantee Representative Anna Volkova
A.V. dk BH

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Robert R Rathbun
 Address: 12414 E Burnside St.
 Employer Identification Number (EIN) 93-0766069
 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:

Robert R Rathbun
Robert R Rathbun Signature
Pastor Name
 Title

5-28-12
 Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: _____

GRANTEE

Organization: Faith Baptist Church of O.

Name: Robert R Rathbun

Title: Pastor

Date: 5-28-12

Approved as to Form
 APPROVED AS TO FORM

James H. Van Dyke
 City Attorney 6/6/12

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 _____ 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 05.29.12

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 5-28-12



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/03/2012

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 Christian Ministries Insurance PO Box 367 Welches, OR 97067		CONTACT NAME: PHONE (A/C, No, Ext): (866) 566-6195 FAX (A/C, No): (877) 314-5382 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Faith Baptist Church of Portland Oregon DBA Faith Baptist Church 12414 E Burnside St. Portland, OR 97233		NAIC # 13528	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	36M372665	08/07/2010	08/07/2013	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$3,000,000.00 PRODUCTS - COMPOP AGG \$3,000,000.00 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	APPROVED AS TO FORM <i>James H. Van Dyke</i> CITY ATTORNEY 4/6/12						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), City of Portland Officers, Agents & Employees are named as additional insured as the funding source for the Russian Speaking Network. Coverage shown is strictly subject to all policy terms and conditions. Limits shown are those in force at the date of issuance of this certificate of insurance. Coverage limits shown above for "Damage to Rented Premises," "Personal & Adv Injury" and "Products - Comp/Op Agg" are subject to the "Each Occurrence" limit and the "General Aggregate" limit applying to an occurrence.							

CERTIFICATE HOLDER
CANCELLATION

 City of Portland Officers, Agents & Employees
 1221 SW 4th Avenue
 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

All provisions of the Commercial Liability Coverage Form (GL-100) and any Liability Coverage Endorsements or Medical Coverage Endorsements (BGL Forms) of the policy are subject to the terms of this form.

- PLEASE READ THIS CAREFULLY -

LIABILITY AND MEDICAL COVERAGE FORM

The corresponding section headings of all GL and BGL-prefixed forms shall be interpreted as including the respective reference to exclusions, restrictions, and limitations as contained in this form's section headings. All section headings Other Provisions shall be interpreted as Includes Exclusions, Restrictions, and Limitations.

The following terms apply to all liability, medical and related coverages (GL, BGL, and BCG forms). In the case of conflicting terms, the terms in this endorsement will replace the conflicting terms in the Commercial Liability Coverage Form (GL-100). Defined words or phrases in this policy will be shown in either bold type or quotation marks.

DEFINITIONS (Includes Exclusions, Restrictions, and Limitations)

The Definitions in the Commercial Liability Coverage Form (GL-100), together with the following definitions, apply to all liability, medical and related coverages of this policy (as provided in GL and BGL forms), unless otherwise specifically modified.

Appointed person means a person (other than your leader or employee), who has been appointed to an unpaid position within your organization, but only while acting on your behalf and within the scope of the authority delegated to them by you, your leaders or your employee. Any person who is appointed to undertake work at a single program or event lasting 24 hours or less will be considered a volunteer rather than an appointed person.

Athletic activity means the preparation, practice or participation in:

- any sporting, athletic or fitness activity in a gymnasium or on a court, ball diamond, ball field or sports/athletic field or facility located on premises that you own or operate; or
- any sporting, athletic or fitness activity, including league or intramural play, occurring on or away from your premises; or
- any recreational activity occurring on a snow slope or at a roller rink or skating rink.

Camp activity means the training, instruction, supervision, reasonable discipline and provision of shelter to campers at a retreat or camping facility, and all other operations directly related to such activity.

Camper means a person who has arrived at a retreat or camping facility, and who intends to spend one or more nights at the facility, or who intends to participate

in a scheduled camp or retreat program of at least 4 hours that is operated in connection with the facility. A camper remains a camper from the time they reach the retreat or camping facility until they depart the facility to return to their usual place of residence. Camper does not include any of your employees or anyone you hire to work at the camp or retreat.

Counseling act means the rendering of advice to another person, but only if such advice is provided for the purpose of benefiting the person's mental, emotional or spiritual condition. Counseling act does not include the rendering of legal, medical, financial or similar advice that is outside of the scope of psychological or spiritual counseling, and does not include the rendering of advice to, or in the presence of, a general audience. Counseling which occurs over time will be considered a single counseling act, even if it takes place during more than one policy period.

Covered person means, with respect to any Additional Coverage provided by a Liability Coverage endorsement, only those persons or entities who are defined as a covered person in the Endorsement. If a covered person should die, then their estate will be considered to be a covered person if a covered claim is made against the estate.

For purposes of defining covered territory in the Commercial Liability Coverage Form (GL-100), the phrase away for a short time on your business means that the person: (1) is intending to be outside of the basic territory for no more than 60 days; and (2) is traveling on your behalf and with your permission. In addition, to the extent that Principal Coverage M (Medical Payments) would have otherwise applied to persons who are away from the basic territory for a short time on your business, such coverage will apply regardless of whether suit is filed or any liability settlement has been agreed to.

Damages means compensation in the form of money for a person or entity who claims to have suffered an

injury. But damages do not include any money that would have been owed (by statute, contract or otherwise) independent of such injury, nor does it include any cost, fee or expense incurred to pursue a claim or to prove the extent of injury sustained.

Day care activity means the teaching, supervision, evaluation, reasonable discipline and care of **day care participants** in exchange for the payment of a fee, and all other operations directly related to such activity.

Day care participant means a person enrolled in a program providing supervision or instruction to infants and preschool children for which a fee is charged. If the program includes teaching at the kindergarten level, however, then any person enrolled in the kindergarten program will be considered a **day care participant**. A **day care participant** remains a **day care participant** from the time they reach the day care facility until they depart the facility to return to their usual place of residence.

Discriminatory act means:

- a. any act that would be considered discrimination under any applicable federal, state or local statute, ordinance or law; or
- b. any conduct characterized or interpreted as violating any federal, state or local statute, ordinance or law enacted for the purpose of protecting individuals from discriminatory conduct; or
- c. any disparate treatment or disparate impact sustained by any person because of that person's race, religion, gender, sexual orientation, age, nationality, physical impairment or disability; or
- d. any conduct characterized or interpreted as being discriminatory in nature by a person against whom such conduct is directed.

Any of the above acts or conduct will be considered a single **discriminatory act** if undertaken by the same perpetrator(s), entity or employer, even if such acts are directed against more than one person, occur over time, or take place during more than one policy period.

Discriminatory act does not include conduct characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person's gender.

Emotional injury means mental or emotional injury, suffering or distress sustained by a person other than as a result of physical injury. **Emotional injury** does not include **bodily injury, property damage, personal injury or financial damage** of any kind.

Employee benefit program means any of the following programs, insurance or plans procured, maintained or monitored by any entity or employer for the benefit of any of past or present group of employees or the dependents/beneficiaries of such employee group:

- a. group medical, accident, health or life insurance programs, or any workers' compensation, disability, or unemployment insurance; or
- b. severance programs or salary continuation plans, or any pension or retirement benefit plans.

Financial damage means financial or monetary loss sustained by a person or entity, but does not include:

- a. loss of any kind sustained by you or your leader; or
- b. loss sustained in relation to the holding or investment of your funds or the funds of your leaders; or
- c. any cost, fee or expense incurred to pursue a damage claim or to prove the extent of financial or monetary loss sustained; or
- d. any **bodily injury, property damage, emotional injury or personal injury** of any kind.

General contractor means any person or entity who oversees or directs the performance of construction or demolition work, and to whom workers or subcontractors report in connection with the work undertaken. The owner of property on which such work is being performed will be considered a **general contractor** with respect to work on the premises unless the owner has hired an outside independent contractor to oversee and direct the work.

Leader means a person while serving as a member of your governing board, or your administrator, director, officer or trustee, but only if acting on your behalf and within the scope of their delegated authority as such.

Loss means specified **bodily injury, property damage, emotional injury, personal injury or financial damage**.

Major construction/demolition project means the building of a new structure or the addition onto, or demolition of, an existing structure, but only if:

- a. the construction involves the installation of pre-fabricated rafters or trusses; or
- b. the structure, or addition being built, when completed, will encompass more than 1,000 square feet; or

- c. the demolition is of a structure encompassing more than 1,000 square feet.

Medical expense means reasonable and necessary expenses for:

- a. medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses; and
- b. ambulance, hospital, professional nursing, and funeral services; and
- c. first aid at the time of an accident.

Personal injury means injury arising out of one or more of the following offenses:

- a. oral or written publication of material that slanders or libels a person or entity; that disparages a person's or entity's goods, products, or services; or that violates a person's right of privacy; or
- b. malicious prosecution or false arrest, detention, or imprisonment of a person; or
- c. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a premises occupied by a person, but only if such offense is committed by or on behalf of the owner, landlord or lessor of the premises; or
- d. infringement of copyright, slogan, trademark, or trade name; or
- e. unauthorized reproduction, display, or other use of music, hymns, commentaries, study aids or other similar material in the course of your operations.

But personal injury does not include **bodily injury, property damage, emotional injury or financial damage** of any kind; nor any injury arising directly or indirectly out of or in connection with any **sexual act, counseling act, or discriminatory act**.

Policy period means only that time period shown as the policy period on the **Declarations** of this policy.

Prior claim means a formal claim, a civil lawsuit, civil government action or similar proceeding directed against one or more **insureds or covered persons** in which monetary damages or equitable relief is sought, but only if such claim, lawsuit, action or proceeding was filed or initiated prior to the date on which this policy or any applicable coverage takes effect. **Prior claim** includes a claim or litigation which is in process on the date that any coverage of this policy takes effect.

Products, as defined in the Commercial Liability Coverage Form (GL-100), does not include food that is made, prepared or distributed by you or on your behalf as part of: (1) a social gathering; (2) an incidental fundraising project (lasting no more than two weeks); or (3) a meal served to your students, day care participants, or campers.

Related loss means a loss, or multiple losses, of any kind arising directly or indirectly out of the same occurrence, or out of the same or related act(s), error(s), omission(s), decision(s), incident(s), event(s) or breach(es) of duty.

Related organization/operation means an organization or operation:

- a. which has separate leadership or separate operations from you; and
- b. whose leaders report to you or to your leaders; and
- c. over which you have authority or control.

Saddle animal means any domesticated animal which is used to carry one or more person.

Sexual act means:

- a. any act that would be considered a criminal act under any applicable federal, state or local statute, ordinance or law relating to sexual offenses; or
- b. any actual or attempted touching of a person by another person for the purpose of obtaining sexual arousal or sexual gratification; or
- c. any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification; or
- d. any conduct characterized or interpreted as sexual harassment; or
- e. any conduct characterized or interpreted as being sexual in nature.

Any of the above acts or conduct will be considered a single **sexual act** if undertaken by the same perpetrator or perpetrators, even if such acts are directed against more than one person, happen over time, or take place during more than one **policy period**.

Sexual harassment means only those **sexual acts** involving conduct that is characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person's gender. Any such conduct will be considered a single **sexual harassment** incident if undertaken by the same perpetrator or perpetrators, even if such conduct is directed against more than one person, happen

ver time, or takes place during more than one policy period.

School activity means the teaching, supervision, evaluation, reasonable discipline and graduation of students in exchange for the payment of tuition, and all other operations directly related to such activity.

Student means a person enrolled in a scholastic or educational program at the kindergarten level through the post-graduate level for which a fee is charged. A student remains a student from the time they reach the educational facility until they depart the facility to return to their usual place of residence

Terms are all limitations, exclusions, conditions, definitions and other provisions that apply to any liability, medical or related coverage of this policy.

Volunteer means a person (other than your leader, appointed person or employee) who is undertaking work without compensation for the benefit of your organization, but only while acting on your behalf and within the scope of authority delegated to them by you, your leader, your employee or your appointed person.

PRINCIPAL COVERAGES (Includes Exclusions, Restrictions, and Limitations)

We provide insurance for the Principal Coverages (Coverages L, M, N, and O), as granted in the Commercial Liability Coverage Form (GL-100), but only if a specific policy form and coverage limit entry are made next to the principal coverage on the Liability Schedule of the Declarations. Our granting of these Principal Coverages will not act to increase the limits stated for any Additional Coverage, and only a single Liability Coverage and Medical Coverage (as set forth in Condition 9 of this Form) will apply to any one occurrence and any related loss.

SUPPLEMENTAL COVERAGES (Includes Exclusions, Restrictions, and Limitations)

Subject to all the terms of the Principal Coverages, we provide the Supplemental Coverages granted in the Commercial Liability Coverage Form (GL-100). These coverages do not increase the limits stated for the Principal Coverages, nor do they apply with respect to any Additional Coverages. The following modification applies to all coverages:

The last paragraph of the Supplemental Mobile Equipment coverage of the Commercial Liability Coverage Form (GL-100) is deleted and replaced by the following:

We will not provide any uninsured/underinsured motorists, no-fault or any other coverage not specifically provided by this policy for any:

- a. owned vehicles that are not designed primarily for use on public roads; or
- b. owned vehicles that do not qualify as mobile equipment; or
- c. nonowned vehicles of any kind.

Further, even with respect to qualifying mobile equipment, we will not provide any uninsured/underinsured motorists, no-fault or other like coverages that are not specifically required by an applicable motor vehicle insurance law.

ADDITIONAL COVERAGES (Includes Exclusions, Restrictions, and Limitations)

We provide insurance for the Additional Coverages (Coverages other than L, M, N and O, or the Supplemental Coverages of this policy) as granted in any Liability Coverage Endorsement, any Medical Coverage Endorsement or any related coverage of this policy (as provided in a BGL form), but only if a specific policy form and coverage limit entry are made next to the Additional Coverage on the Commercial Liability Schedule of the Declarations. Our granting of these Additional Coverages will not act to increase the limits stated for any Principal Coverage, and only a single Liability Coverage and Medical Coverage (as set forth in Condition 9 of this form) will apply to any one occurrence and any related loss.

DEFENSE COVERAGE (Includes Exclusions, Restrictions, and Limitations)

Subject to the terms of this Liability and Medical Coverage Form (BGL-11) and any applicable endorsements, we provide the Defense Coverage of the Commercial Liability Coverage Form (GL-100) in relation to applicable liability coverages (Principal, Supplemental and Additional), as set forth in Condition 9 of this form. No Defense Coverage will be provided in relation to any suit or proceeding, however, unless one of the following conditions exist:

- a. the allegations of the suit or proceeding are covered under the terms of this policy; or
- b. a Defense Coverage is specifically provided by an applicable endorsement of this policy in relation to such suit or proceeding.

If any Defense Coverage applies to a suit or proceeding, a defense will be provided subject to all terms and limits relating to the applicable Defense Coverage. Unless specifically indicated otherwise in an applicable endorsement of this policy:

- a. Payment provided under the Defense Coverage of the policy will be made in addition to the limits of coverage; an

we maintain the right to select defense counsel in connection with any legal defense that is provided by this policy.

EXCLUSIONS

Each of the exclusions (1 through 13) in the EXCLUSIONS THAT APPLY TO BODILY INJURY AND PROPERTY DAMAGE section of the Commercial Liability Coverage Form (GL-100), unless specifically modified or eliminated in an applicable Liability Coverage Endorsement, Medical Coverage Endorsement or other endorsement, apply not only to events resulting in **bodily injury or property damage**, but also to events resulting in:

- a. emotional injury; and
- b. personal injury; and
- c. financial damage

These Exclusions 1 through 13 of the Commercial Liability Coverage Form (GL-100) also apply to all Principal and Additional Coverages of the policy, unless specifically modified or eliminated herein, or modified or eliminated in an applicable Liability Coverage Endorsement, Medical Coverage Endorsement or other endorsement.

The following exclusionary provisions 1 and 6 replace and supersede exclusions 1 and 6 of the Commercial Liability Coverage Form (GL-100).

1. We do not pay for loss of any kind:
 - a. that is expected by, directed by, or intended by any insured or by any covered person; or
 - b. that is the result of any willful, wanton or malicious act of any insured or any covered person.

But Exclusion 1.a. above does not apply to **bodily injury** that arises out of the reasonable use of force to protect people or property.

6. We do not pay for loss of any kind arising directly or indirectly out of, or in relation to, the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, control, loading or unloading of any excluded auto/conveyance, or the supervision of any person(s) while occupying any excluded auto/conveyance.

Excluded auto/conveyance means:

- a. an **auto**: (1) that is owned by, titled to, loaned to or leased or rented to any **insured or leader**; (2) that is serviced, repaired or maintained by any person

acting on behalf of any **insured**; or (3) that is used by, on behalf of, for the benefit of, or at the direction of, any **insured or leader**; and

- b. watercraft that: (1) is owned by you; (2) is greater than 26 feet in length; or (3) is used to carry persons or property for a charge; and
- c. mobile equipment that is not specifically covered under the Mobile Equipment Supplemental Coverage of the GL-100; and
- d. aircraft or other air conveyance of any kind.

ADDITIONAL EXCLUSIONS THAT APPLY TO ALL COVERAGES (Includes Restrictions, and Limitations)

We do not pay for loss of any kind if one or more of the following excluded causes or events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded cause or event.

14. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged **sexual act**. (But if Sexual Acts Coverage is properly shown as an Additional Coverage on the **Declarations**, then we will provide the coverage afforded in the applicable Sexual Acts Liability Endorsement, but strictly subject to the terms and limits of such Sexual Acts coverage.)
15. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged **counseling act** rendered by a pastor, minister, professional counselor, school counselor or trained lay counselor. (But if Counseling Acts Coverage is properly shown as an Additional Coverage in the **Declarations**, then we will provide the coverage afforded in the applicable Counseling Acts Liability endorsement, but strictly subject to the terms of such coverage.)
16. We do not pay for loss of any kind arising directly or indirectly out of or in connection with any actual or alleged **discriminatory act**.
17. We do not pay for loss of any kind arising directly or indirectly out of or in connection with the ownership, maintenance, supervision, rental or use of any **saddle animals** which you own, lease or keep on your premises.
18. We do not pay for loss of any kind arising directly or indirectly out of or in connection with an

actual or alleged breach of an express or implied contract. This exclusion does not affect any coverage for Incidental Contractual Liability that is provided by this policy.

19. We do not cover loss of any kind on behalf of any person or entity who engages in any fraudulent act, willful harm or the violation of any local, state or federal criminal or racketeering statute. (But if a criminal act is sexual in nature, then exclusion 14 above will replace and supersede the first part of this exclusion). We also do not pay for fines, penalties or other non-compensatory damages arising directly or indirectly out of or in connection with any fraudulent act, willful harm or the violation of any criminal or racketeering statute.

20. We do not pay for loss of any kind sustained by any employee or clergy of an insured, whether or not such employee or clergy is acting in the course and scope of employment at the time of loss.

This exclusion does not apply, however, to **bodily injury** sustained by an employee or clergy under the following circumstances:

- a. if the employee or clergy is not in the course and scope of employment at the time of the injury; and
 - b. if, in addition, a Workers' Compensation policy or similar program, covering all of your employees and clergy, is in place at the time of the injury.
21. We do not pay under more than one Liability Coverage or more than one Medical Coverage (as set forth in Condition 9 of this form) for loss arising directly or indirectly out an occurrence, or out of the same or related accident(s), incident(s), or event(s).
22. We do not pay for loss of any kind other than the type of loss (bodily injury, property damage, emotional injury, personal injury or financial damage) for which coverage is specifically provided by the Principal Coverage, Supplemental Coverage or Additional Coverage of this policy.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL COVERAGES (Includes Restrictions, and Limitations)

The following provision applies to the Exclusions That Apply Only to Medical Payments section of the Commercial Liability Coverage (Form GL-100).

1. Exclusion 1 of the Additional Exclusions that Apply Only to Medical Payments section of the Commercial Liability Coverage Form (GL-100) is

deleted to the extent that medical payments coverage is otherwise provided by this policy.

The following exclusions apply in addition to the other exclusions in the Commercial Liability Coverage Form (GL-100) and this Form (BGL-11) which are applicable to **bodily injury**.

10. We do not pay any medical expense for **bodily injury** to any student or day care participant enrolled in a program of any facility owned or operated by you or on your behalf, or operated on your premises.
11. We do not pay any medical expense for **bodily injury** sustained by any tenant of an insured, or by any person who regularly resides on the premises where the injury occurs.
12. We do not pay any medical expense for **bodily injury** to any person staying at your facility, if the facility regularly houses or cares for persons who do not have a residence or who have voluntarily or involuntarily placed themselves, or been placed, at your facility.
13. We do not pay any medical expense for **bodily injury** sustained by anyone who is:
 - a. trespassing on property when the injury occurs; or
 - b. on or in an area without permission; or
 - c. on or in an area that the person does not have a reasonable belief they are entitled to occupy.
14. Exclusion 20 of the Additional Exclusions That Apply to All Coverages section of this form will not apply to any Medical Coverage of this policy that would otherwise provide coverage to your off-duty employees.
15. We do not pay any medical expense for **bodily injury** to any person arising out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, control, loading or unloading of any auto of any kind.

WHAT MUST BE DONE IN CASE OF LOSS (Includes Restrictions, and Limitations)

Each of the duties in the What Must be Done in Case of Loss section of the Commercial Liability Form (GL-100) apply to all Principal Coverages, Supplemental Coverages, and Additional Coverages to which this insurance applies. The following provision will also apply to all coverages

All insureds, covered persons, and any other person who may be seeking payment under the terms of this policy must cooperate with us as we investigate, negotiate and attempt to settle any potentially covered loss. Such cooperation includes, but is not limited to, protecting evidence, submitting to written or recorded statements, executing documents (including documents necessary to resolve claims), and responding to other requests that we make during the course of investigation. Failure to comply with this requirement will act to void coverage under the terms of this policy.

HOW MUCH WE PAY (Includes Restrictions, and Limitations)

The How Much We Pay section of the Commercial Liability Coverage Form (GL-100) is deleted and replaced by the following provisions.

1. The Coverage Limit shown in the Declarations for any Principal Coverage or Additional Coverage, subject to the General Occurrence Limit, Coverage Aggregate Limit and General Aggregate Limit, is the most we will pay for all losses arising out of an occurrence or accident to which such Principal Coverage or Additional Coverage applies. This Coverage Limit is the most we will pay regardless of:
 - a. the number of persons, entities, organizations or related organizations/operations to whom this policy provides coverage; or
 - b. the number of losses or related losses arising directly or indirectly out of one or more related acts, errors, omissions, decisions, incidents, events or breaches of duty; or
 - c. the number of persons acted upon, or who otherwise sustain injury, damage or loss; or
 - d. the number of claims made or suits brought, or the number of persons initiating such claims or suits; or
 - e. the extent or duration of the injury, damage, loss or any related loss; or
 - f. the extent, duration or number of acts, errors, omissions, decisions, incidents, events, or breaches of duty contributing to injury, damage or loss; or
 - g. the number of our policy periods, or portions thereof, over which any acts, errors, omissions, decisions, incidents, events, or breaches of duty contributing to injury, damage or loss should occur; or over which the injury, damage, loss, or related loss should occur.
2. Any limit specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such limit applies. The specified limit is subject to any applicable coverage limit, occurrence limit or aggregate limit applying to the occurrence or accident.
3. The Coverage Limit for all Supplemental Coverages of the policy will be equal to the Coverage Limit for Principal Coverage L, and will be subject to the same General Occurrence Limit, Coverage Aggregate Limit, and General Aggregate Limit as Principal Coverage L.
4. The General Occurrence Limit shown in the Declarations, subject to the General Aggregate Limit, is the most we will pay for the total of:
 - a. damages under Principal Coverages L, N and O, and any Supplemental or Additional Coverages; and
 - b. medical expenses or costs under Principal Coverage M or any Additional Coverage;
 due to all bodily injury, property damage, emotional injury, financial damage, and personal injury arising out of a single occurrence; and no more than one Liability Coverage or one Medical Coverage (as set forth in Condition 9 of this form) will apply to any one occurrence.
5. Subject to the General Occurrence Limit and the General Aggregate Limit, our limit for property damage covered under Coverage O is set forth in form BGL-951, unless a different limit is shown on the Declarations.
6. The Coverage Aggregate Limit shown in the Declarations for any Coverage, subject to the General Aggregate Limit, is the most we will pay under the Principal Coverage or Additional Coverage to which the Coverage Aggregate Limit applies, for all occurrences taking place during the period to which the Coverage Aggregate Limit applies (as described in Provision 8 of this section).
7. The General Aggregate Limit is the most we will pay during the period to which the General Aggregate Limit applies (as described in Provision 8 of this section) for the sum of:
 - a. all damages under Principal Coverages L, N, and O; and
 - b. all medical expenses under Principal Coverage M; and
 - c. all damages, costs and medical expenses under any Supplemental Coverages or Additional Coverages

Unless an Aggregate Limit is stated in a Liability Coverage Endorsement to apply on a per policy period basis, all Aggregate Limits of the policy will re-set every 12-months from the inception date of the applicable Liability Coverage until the date that the coverage is terminated or expires.

9. If an occurrence to which any Liability Coverage of this policy applies consists of acts, errors, omissions, decisions, incidents, events, breaches of duty, damage or loss occurring on more than one date during any policy period or policy periods, such events or damage, together with any related loss, will constitute a single occurrence, and the date of occurrence will be considered to be the earlier of:
- a. the date on which the last alleged act, error, omission, decision, incident, event, breach of duty, damage or loss out of which the claim arises should occur; or
 - b. the last day that we provide any coverage to you for such act, error, omission, decision, incident, event, breach of duty, damage or loss.

The policy forms, endorsements and limits in effect on the date of occurrence will govern coverage with respect to all claims arising directly or indirectly out of the occurrence. Should the terms of any prior policy issued by us to you conflict with the terms of this policy, the terms of this policy will govern.

10. Payment under any medical coverage of this policy (Principal, Supplemental or Additional) is primary only for the first five hundred dollars (\$500) per person, per accident. Unless prohibited by state or federal law, any further payment under such medical coverage is excess over any other applicable policies, programs or plans that are intended to cover medical expenses, even if such other policies, programs or plans 1) are stated to be secondary, excess or contingent; or 2) have benefits which are available; but not elected to be received.

Such policies, programs or plans include, but are not limited to:

- a. medical insurance, reimbursement plans, loss sharing plans, and other similar agreements; and
- b. any other public or private programs or plans intended to cover medical expenses.

If the medical expense exceeds our \$500 primary limit, and if other policies, programs or plans provide coverage that is not primary to the balance of our medical coverage, then the balance of our coverage will be paid on an equal share basis with such other coverage until our

excess medical limit is exhausted or the covered expenses have been paid.

No duplicate payment will be made with respect to any medical expense for any reason.

The payment of a claim under a medical coverage does not mean that we admit we are liable under other coverages of the policy.

11. If Excess Liability Coverage is included as part of this policy and applies to a covered loss, payment under the Excess Liability Coverage will be made only after all other applicable coverage has been exhausted.
12. Any liability coverage provided by this policy to any appointed person or to any volunteer is excess over all other insurance or liability coverage plans, even if such insurance or plan is stated to be secondary, excess or contingent; or has coverage available that is not elected to be used.

CONDITIONS	(Includes Restrictions, and Limitations)
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Each of the conditions in the Conditions section of the Commercial Liability Coverage Form (GL-100) apply to all Principal Coverages, Supplemental Coverages, and Additional Coverages to which this insurance applies. The following conditions also apply to all Principal Coverages, Supplemental Coverages and Additional Coverages of this policy.

9. INSURANCE UNDER MORE THAN ONE COVERAGE --

No payment will be made under more than one Liability Coverage or more than one "Medical Coverage" of this policy, except that (1) both a Liability Coverage and a Medical Coverage will be provided, if otherwise applicable, for bodily injury caused by an accident; and (2) Excess Liability Coverage of this policy, if applicable, will pay covered losses in addition to another applicable Liability Coverage of this policy. Liability Coverage means a coverage (Principal, Supplemental, or Additional) that has the word Liability in the heading of the coverage. Medical Coverage means a coverage (Principal, Supplemental or Additional) that has the word Medical in the heading of the coverage. Although more than one coverage may apply to a particular accident or occurrence, this will not act to increase any Occurrence limit or any other limit, nor will it modify any of the terms of the policy

10. LIABILITY DEDUCTIBLE --

If a liability deductible is shown in the **Declarations** for a particular coverage, we will pay only that portion of **loss**, if any, which exceeds the designated deductible amount for any one **occurrence** to which such coverage should apply.

11. ADDITIONAL INSURED --

With respect to any person or entity shown on the **Declarations** as an Additional Insured or who is otherwise designated by the Named Insured and recognized by us as an Additional Insured, we will provide Principal Coverage L of the Commercial Liability Coverage Form (GL-100) to such Additional Insured (they will be considered an insured for Principal Coverage L), but only to the extent that such person or entity is legally liable for the acts of **you, your leader, your employee or your appointed person**. Such coverage will be limited to that which is specifically provided by Principal Coverage L, and will be strictly subject to the terms of this policy. No coverage will apply to any independent acts, errors or omissions of any Additional Insured.

12. RELATED ORGANIZATIONS --

We will provide no coverage under this policy for any **loss** arising out of the operations of any **related organization/operation** that exists at the inception date of this policy unless such **related organization/operation** is properly designated in the **Declarations**. With respect to any organization shown on the **Declarations** as a Related Organization/Operation, we will provide the related coverage(s) designated for such organization(s)/operation(s), but strictly subject to all of the terms of this policy.

13. COVERED LIABILITY EXPOSURES --

We will provide no liability or medical coverage for any **loss** arising out of any exposure known by **you or your leaders** to exist at the beginning of the **policy period**, unless such exposure is designated in the Schedule of Liability Exposures section of the **Declarations**. If during the **policy period** we are notified or otherwise become aware that **your organization** is or will be: (1) changing or expanding **your operations**; or (2) engaging in any unusual activities or events that materially change your liability exposure; we reserve the right to adjust limits and/or modify coverage with respect to such operations, activities or events (which may result in adding customized coverage form(s) to the policy), and to make appropriate premium adjustments as necessary to address the change in exposure. With respect to premises that you own at the beginning of the **policy period**, we will cover

loss under the terms of this policy relating directly or indirectly to such premises only if the premises is listed in the **policy Declarations**. All premises listed in the **Declarations** must be owned, occupied or rented by **you**.

14. LOSSES NOT WITHIN COVERAGE DATES --

This policy will not provide any coverage for **loss** of any kind:

- a. incurred prior to the date on which this policy, or an applicable coverage form or endorsement, becomes effective; or
- b. incurred after this policy or applicable coverage form or endorsement terminates; or
- c. if such **loss** (or any **related loss**) is, or has been, the basis of any prior claim; or
- d. if such **loss** is a continuation of, or resumption of, any **loss** that was known by any **insured** or by any **covered person** prior to the date that the policy, (or any applicable coverage) took effect. For purposes of this provision, a **loss** will be considered to be known by an **insured** or **covered person** if the terms of Condition 24 of this form apply.

15. MEDICAL PAYMENT SUBROGATION RIGHTS--

Any person to or for whom we make payment under Principal Coverage M (Medical Payments Coverage), or under any Additional Coverage that pays **medical expense**, thereby transfers to us their rights of recovery against any party responsible for the injury, and must assist us in our attempt to recover any amounts we have paid under the medical coverage.

16. INCIDENTAL CONTRACTUAL LIABILITY COVERAGE --

Each of the conditions, limitations and exclusions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to all Supplemental and Additional Incidental Contractual Liability Coverages of this policy. Any person or entity for whom tort liability is assumed will have the same obligations and limitations as an "Insured" in relation to applicable conditions, limitations and exclusions of the policy.

17. HIGH HAZARD ACTIVITIES- COVERAGE LIMITS --

If **your organization** engages in: (1) any **major construction/ demolition project** in which **you or your representative** serves as the **general contractor**; or (2) any fireworks sales; or (3) the display of any fireworks; or (4) any skate park operations, then the liability and medical coverage **limits** relating to such activity will be

subject to the terms of the High Hazard Activity Form (BGL-21).

18. OTHER VEHICLE INSURANCE --

This policy provides no coverage for named vehicles (aircraft, autos, watercraft or mobile equipment) or for specific persons as operators of such vehicles. Any coverage that we provide relating to aircraft, autos, watercraft or mobile equipment under this policy is strictly "excess" over any other available coverage relating to specific vehicles or operators, unless our coverage is otherwise specifically designated as primary coverage. "Excess" means that no payment will be made by us until all other available policies, programs, plans or agreements have paid their limit of coverage, even if such policy, program, plan or agreement is stated to be secondary, excess or contingent, or has coverage available that is not elected to be used.

19. FINANCIAL RESPONSIBILITY CONDITION --

Condition 4 of the Conditions section of the Commercial Liability Coverage Form (GL-100) will not apply to:

- a. insured-owned vehicles that are not designed primarily for use on public roads; or
- b. insured-owned vehicles that do not qualify as mobile equipment; or
- c. nonowned vehicles of any kind.

20. SELECTION OF COVERAGE --

If more than one Liability Coverage or more than one Medical Coverage of this policy (as set forth in Condition 9 of this Form) should apply to an occurrence, then you may elect, through an authorized leader of your organization, which liability coverage and/or which medical coverage will apply to the occurrence. Such election will not act to increase our designated limits of coverage, or to in any way modify any terms of the policy.

21. ARBITRATION (COVERAGE DISPUTES) --

Any dispute between us and any insured or covered person regarding the existence or application of coverage under the terms of any liability or medical (GL or BGL) coverage form of this policy may be submitted to the American Arbitration Association (or to any other organization providing arbitration services if agreed to by us and by all insureds or covered persons who are a party to the dispute) for a determination of coverage by a three member arbitration panel appointed by the arbitration organization. The decision rendered by the

arbitration panel will be binding upon all persons affected by the coverage of this policy. All arbitration costs, fees and expenses will be divided equally between the parties to the arbitration. Our participation in an arbitration process will not waive any rights we have under this policy.

22. GOVERNING BOARD PROVISION --

This policy has been issued to your organization on the condition that it is, and will continue to be, operated by a governing board or other governing body of at least three individuals (who are not all related to each other by blood or marriage). In consideration of our having issued this policy, you warrant that no single person within your organization will have authority to make large organizational or financial decisions without the authorization and approval of your governing board or governing body.

23. ORGANIZATIONAL DISPUTES --

If any dispute should arise within your organization concerning who controls the organization or who controls or owns your organizational property or assets, no coverage of any kind will apply under this policy to any person, group or entity in relation to such dispute. In addition, no liability coverage will apply to any alleged damage, injury, or loss sustained by any person, group or entity if such damage, injury or loss arises directly or indirectly out of or in connection with any dispute over control of your organization. This coverage restriction will apply until such time as a final determination is made in a court of law regarding which person or group actually controls the organization. Once a final determination has been made and all appeals exhausted, then the prevailing party will be considered the representative of your organization, and: (1) any coverage provided by this policy in relation to any ongoing or subsequent loss will apply to such prevailing party; and (2) we will reimburse such prevailing party up to \$15,000 toward reasonable and necessary legal expense (if any) that they incurred as the defendant in a declaratory action to determine organizational control.

24. KNOWLEDGE OF LOSS --

Knowledge of loss will be deemed to have occurred at the earliest of the following times:

- a. when a suit, claim, or demand for damages alleging any loss is received by any insured or any covered person; or
- b. when any insured or any covered person reports the loss to us or any other insurer, or insurance agent or broker; or

- when any insured or any covered person becomes aware of anything that indicates that any loss may have occurred, or is occurring.

**NUCLEAR ENERGY LIABILITY EXCLUSION AND
INTENTIONAL DAMAGE EXCLUSION**

The Nuclear Energy Liability Exclusion in the Commercial Liability Coverage Form (GL-100) applies to all Principal Coverages, Supplemental Coverages and Additional Coverages of this policy, and applies to all types of loss covered by this policy. In addition to the Nuclear Energy Liability Exclusion set forth in Form GL-100, the following exclusion will apply to all coverages of this policy:

We do not pay for loss arising directly or indirectly out of or in connection with any act that is undertaken with the intent to cause injury, damage or harm to any person or entity if such act involves one or more of the following:

- a. the use, release, dispersal, application or escape of any nuclear or radioactive materials of any kind;
- b. any nuclear reaction or the release of any radiation, or any radioactive contamination;
- c. the use, release, dispersal, application or escape of any biological or chemical materials that have any injurious, pathogenic or poisonous effect of any kind; or
- d. any contamination of property, interruption of any business operation, or any other damage, loss or expense arising directly or indirectly out of the situations set forth in items a. through c. immediately above.

COMMERCIAL LIABILITY COVERAGE

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help you locate particular sections of this form.

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Common Policy Conditions — These are shown on a separate form.	

Endorsements may also apply. They are identified on the **declarations**.

Refer to the Definitions for words that have special meanings. These words are shown in **"bold type."**

AGREEMENT

Subject to all the **terms**, and in return for **your** payment of the required premium, we provide the Commercial Liability Coverage described in this policy.

Policy **terms** that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

2) any other person; including another person or an organization legally liable for the conduct of such person, but only:

- a) for liability arising out of the operation of the equipment; and
- b) if there is no other insurance covering the liability available to them;

3) no person or organization is an **insured** for **property damage** to property owned by, rented to, in the charge of, or occupied by **you** or an employer of any person who is an **insured** under paragraph c.

d. **your employees**, for acts within the scope of their employment by **you** (this does not include **your** executive officers). None of these **employees** are **insureds** for:

- 1) **bodily injury** to **you** or to a fellow **employee**; or
- 2) **property damage** to property owned by, rented to, or loaned to **employees**, or any of **your** partners or members and their spouses (if **you** are a joint venture or a partnership).
- e. any organization (other than a joint venture or a partnership) newly acquired or formed by **you**, and in which **you** have a majority interest.

Such an organization is not an **insured**:

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier; or
- 3) for **bodily injury** or **property damage** that occurred prior to the acquisition or formation.

No person or organization is an **insured** with respect to the conduct of a current or past partnership or joint venture that is not named on the **declarations** as an **insured**.

12. **Leased worker** means a person whom **you** lease from a labor leasing firm under a contract or agreement to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.

13. **Limit** means the amount of coverage that applies.

14. **Loading or unloading** means the movement of property:

a. starting with after it is removed from the point where it has been accepted for transit by **auto**, aircraft, or watercraft;

b. continuing while it is in or on such vehicle; and

c. ending when it has been removed from the vehicle at its point of destination.

Loading or unloading includes movement by:

a. a hand truck; or

b. any mechanical device only when attached to the vehicle.

15. **Occurrence** means an accident and includes repeated exposure to similar conditions.

16. **Products/completed work hazard** -

a. **Products hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **products** after physical possession of the **products** has been relinquished to others.

b. **Completed work hazard** means **bodily injury** or **property damage** occurring away from premises **you** own or rent and arising out of **your work**. It does not include work that has not been completed, or that has not been abandoned.

Your work is deemed completed at the earliest of the following times:

- 1) when all work specified in **your** contract has been done;
- 2) when all **your work** to be done at a job site has been completed if **your** contract includes work at more than one site; or
- 3) when **your work** at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

c. Neither of these hazards include **bodily injury** or **property damage** arising out of:

- 1) the transportation of property, unless the

- b. ambulance, hospital, professional nursing, and funeral services; and
- c. first aid at the time of an accident.

COVERAGE N — PRODUCTS/COMPLETED WORK

We pay all sums which an **insured** becomes legally obligated to pay as **damages** due to **bodily injury** or **property damage** arising out of the **products/completed work hazard** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** which takes place in the **coverage territory**, and the **bodily injury** or **property damage** must occur during the policy period.

COVERAGE O — FIRE LEGAL LIABILITY

We pay for **property damage** to buildings, or parts thereof, which **you** rent from another, or which are loaned to **you**, if the **property damage** is caused by fire for which **you** are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, we do not cover:

1. liability arising under any contract or agreement to indemnify any person or organization for damage by fire to the premises; or
2. liability arising out of **property damage**:
 - a. which is expected by, directed by, or intended by the **insured**; or
 - b. that is the result of intentional and malicious acts of the **insured**.

SUPPLEMENTAL COVERAGES

Subject to all the **terms** of the Principal Coverages, we provide the following supplemental coverages. They do not increase the **limits** stated for the Principal Coverages.

INCIDENTAL CONTRACTUAL LIABILITY

1. We cover **bodily injury** or **property damage** liability which is assumed under the following contracts or agreements:
 - a. lease of premises;
 - b. easement or license agreement (this does not include an agreement in connection with any

construction or demolition operation within 50 feet of a railroad);

- c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
 - d. sidetrack agreement; or
 - e. elevator maintenance agreement.
2. This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.

INCIDENTAL MEDICAL MALPRACTICE INJURY

1. We cover **bodily injury** arising out of the rendering or failure to render the following services:
 - a. medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection therewith; or
 - b. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
2. This coverage does not apply to:
 - a. expenses incurred by an **insured** for first aid to others at the time of an accident;
 - b. an **insured** or an **employee** engaged in the business or occupation of providing any of the services described under 1.a. and 1.b. above; or
 - c. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described in 1.a. and 1.b. above.

MOBILE EQUIPMENT

We pay all sums for which an **insured** is legally liable for **bodily injury** or **property damage** resulting from mobile equipment, including attached equipment and machinery.

1. This coverage applies only to land motor vehicles that meet one or more of the following criteria:
 - a. Those which are used only on premises owned by or rented to **you** (premises includes adjoining ways).
 - b. Those which are designed primarily for use off

EXCLUSIONS

We do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded event.

EXCLUSIONS THAT APPLY TO BODILY INJURY AND PROPERTY DAMAGE

1. We do not pay for **bodily injury or property damage**:

- a. which is expected by, directed by, or intended by the **insured**; or
- b. that is the result of intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.

2. We do not pay for **bodily injury or property damage** liability which is assumed by the **insured** under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an **insured** would have had in the absence of the contract or agreement; or
- b. **bodily injury or property damage** covered under Incidental Contractual Liability Coverage, provided that the **bodily injury or property damage** occurs after the effective date of the contract or agreement.

3. We do not pay for **bodily injury or property damage** that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage.

4. We do not pay for **bodily injury or property damage** that arises out of the use of mobile equipment in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition or stunt activities or contests.

5. We do not pay for **bodily injury or property damage** that arises out of transporting mobile equipment by an **auto** owned by, operated by, rented to, or loaned to any **insured**.

6. We do not pay for **bodily injury or property damage** that arises out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, **loading or unloading** of an **auto**, aircraft, watercraft, or mobile equipment owned by, operated by, rented to, or loaned to any **insured**.

This exclusion does not apply to:

- a. **bodily injury or property damage** that arises out of **autos** or mobile equipment covered under Mobile Equipment Coverage;
- b. the parking of an **auto** on premises owned by, rented to, or controlled by **you** or on the ways immediately adjoining if the **auto** is not owned by or rented to or loaned to **you** or the **insured**;
- c. liability assumed under a contract covered under Incidental Contractual Liability Coverage for the ownership, maintenance, or use of an aircraft or a watercraft;
- d. watercraft, if it is on shore on premises owned by, rented to, or controlled by **you**; or
- e. watercraft, if it is not owned by **you** and is:
 - 1) less than 26 feet in length; and
 - 2) not being used to carry persons or property for a charge.

7. We do not pay for **bodily injury or property damage** for which any **insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of a person;
- b. the furnishing of alcoholic beverages to a person under the influence of alcohol or under the legal drinking age; or
- c. a law or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies if **you** are in the business of manufacturing, distributing, selling, or serving alcoholic beverages.

8. We do not pay for:

- a. **bodily injury** to an **employee** of the **insured** if it occurs in the course of employment by the **insured**; or

13. We do not pay for **bodily injury** or **property damage** included within the **products/completed work hazard** except as covered under Coverage N.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE

1. We do not pay for **property damage** to property owned by, occupied by, or rented to **you**, except as covered under Coverage O.
2. We do not pay for **property damage** to premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises. This exclusion does not apply if the premises are **your work** and were not occupied, rented, or held for rental by **you**.
3. We do not pay for **property damage** to property used by or loaned to **you**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
4. We do not pay for **property damage** to either business or non-business personal property in the care, custody, or control of the **Insured**. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
5. We do not pay for **property damage** to that specific part of real property on which work is being performed by:
 - a. **you**; or
 - b. a contractor or subcontractor working directly or indirectly on **your** behalf,

if the **property damage** arises out of such work. This exclusion does not apply with respect to liability assumed under a sidetrack agreement.
6. We do not pay for **property damage** to that specific part of any property that must be restored, repaired, or replaced because of faults in **your work**. This exclusion does not apply to:
 - a. **property damage** covered under the **products/completed work hazard**; or
 - b. liability assumed under a sidetrack agreement.
7. We do not pay for **property damage** to **products** if the damage arises out of the **products** or their parts.
8. We do not pay for **property damage** to **your work**

if the **property damage** arises out of **your work** and is included in the **products/completed work hazard**. This exclusion does not apply if damage to the work or the part of the work out of which the damage arises is performed by a subcontractor on **your** behalf.

9. We do not pay for **property damage** to property that has not been physically injured or destroyed, or to **impaired property**, that arises out of:
 - a. a delay or failure to perform a contract by **you** or one acting on **your** behalf; or
 - b. a defect, deficiency, inadequacy, or unsafe condition in **your work** or **products**.

This exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of **your work** or **products** after having been put to its intended use.

10. We do not pay for any loss or expense incurred by **you** or anyone else arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of (including any expenses involved in the withdrawal or recall) of **your work, products, or impaired property**. This applies when the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal was because of a known or suspected defect, deficiency, or unsafe condition.

ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS

These exclusions apply in addition to the other exclusions that apply to **bodily injury**.

1. We do not pay for medical expenses for **bodily injury** to an **insured**.
2. We do not pay for medical expenses for **bodily injury** to a person hired by or on behalf of any **insured** to do work for:
 - a. an **insured**; or
 - b. a tenant of an **insured**.
3. We do not pay for medical expenses for **bodily injury** to a person injured on that part of the premises owned by or rented to **you** that the person normally occupies.
4. We do not pay for medical expenses for **bodily injury** to a person injured while taking part in

- a. all **damages** under Coverage L, except **damages** due to **bodily injury** or **property damage** included under Coverage N.
 - b. all medical expenses under Coverage M; and
 - c. all **damages** under Coverage O.
3. The Products/Completed Work Hazard Aggregate Limit is the most we will pay during a policy period for **damages** due to **bodily injury** or **property damage** included under Coverage N.
4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most we will pay for the total of:
- a. **damages** under Coverages L, N, and O; and
 - b. medical expenses under Coverage M.
- due to all **bodily injury** and **property damage** arising out of a single **occurrence**.
5. Subject to the Each Occurrence Limit and the General Aggregate Limit, **our limit** for **property damage** covered under Coverage O is \$50,000 for each **occurrence** unless otherwise shown on the **declarations**.
6. Subject to the General Aggregate Limit and the Each Occurrence Limit, the Coverage M Limit is the most that we will pay under Coverage M for all medical expenses because of **bodily injury** sustained by any one person.
7. The General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the **declarations**. They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

CONDITIONS

- 1. **Bankruptcy** — Bankruptcy or insolvency of an **Insured** does not relieve us of our obligations under Commercial Liability Coverage.
- 2. **Insurance Under More Than One Policy** —

(Applies to all coverages except Coverage M — Medical Payments.)

- a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.

- b. If the other insurance is also primary, we will share in the loss as follows:

- 1) If the other insurance provides for contribution by equal shares, we will pay equal amounts with other insurers until:

- a) the lowest applicable **limit** under any one policy is reached; or
- b) the full amount of the loss is paid.

If part of the loss remains unpaid, we will pay an equal share with the other insurers until the full amount of the loss is paid, or until we have paid **our limit** in full.

- 2) If the other insurance does not provide for contribution by equal shares, we will pay, up to **our limit**, no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.

- c. Insurance under this Commercial Liability Coverage is excess over any other insurance:

- 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:

- a) fire, extended coverage, builders' risk, installation risk, or similar coverage for **your work**; or
- b) fire insurance for premises rented to **you**; or

- 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, **autos**, or watercraft which may be covered by this policy.

- d. When this insurance is excess over any other insurance:

- 1) we will have no duty to defend any claim or suit that any other insurer has a duty to

- 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - 2) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
 3. under any liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material**:
 - 1) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - 2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an **insured** or;
 - c. the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.

DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous Properties** — These include radioactive, toxic, or explosive properties.
2. **Nuclear Material** — This means **source material**, **special nuclear material**, or **by-product material**.
3. **Source Material, Special Nuclear Material, By-product Material** — These have the meanings given them in the Atomic Energy Act of 1954, or in

any law amendatory thereof.

4. **Spent Fuel** — This means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** — This means any **waste material**:
 - a. containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
6. **Nuclear Facility** — This means:
 - a. any **nuclear reactor**.
 - b. any equipment or device designed or used for:
 - 1) separating the isotopes of uranium or plutonium;
 - 2) processing or utilizing **spent fuel**; or
 - 3) handling, processing, or packaging **waste**.
 - c. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-233 or any combination thereof, or more than 250 grams of uranium-235.
 - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. **Nuclear Reactor** — This means any apparatus designed or used:
 - a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property Damage** — This includes all forms of radioactive contamination of property.

Faith

Baptist Church

12414 E Burnside St.
Portland, OR 97233

(503) 254-2196

Faith Baptist Church of Portland Oregon

Fiscal Sponsor of Russian Speaking Network

5/29/2012

To whom it may concern:

This is to state that we will not be providing transportation or automotive transportation reimbursement for the Crime Prevention Begins at Home project.

We request that you waive the automobile insurance requirement for this project.

Robert Rathbun

Serving all who seek safety and acceptance.

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Native American Youth & Family Center (OR "GRANTEE") in an amount not to exceed \$12,100. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded Native American Youth & Family Center with an allocation of \$12,100.

- Native American Youth & Family Center's \$12,100 project, 'Engaging Native American Young Adults in Community Building', will engage Native young adults in building leadership in the East Portland Community. This project will focus on outreach, capacity building, and civic engagement of Native American young adults ages 15 – 24. In partnership with Portland Youth & Elders Council, interactive workshops will focus on issues that are identified to build their leadership skills and support an action plan to

engage other Native community members in a meaningful way through a group community building project. Although the focus will be on young adults, a multi-generational approach to the capacity building of the community and their family members will be encouraged to support involvement.

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 Native American Youth (NAYA) & Family Center's Engaging Native American Youth Adults in Community Building project:

- Staff facilitators, guest speakers, and volunteers will work in partnership with Portland Youth & Elders (PYEC) to recruit and provide 5 interactive workshops to a cohort of 25 Native young adults. Outreach will have a particular focus on homeless youth.
- Topics likely to be covered are Law and Crime Prevention, mainly Gang Prevention and Domestic Violence; School and Education; and Health.
- Relationships built with seasoned community leaders will foster ongoing and continued civic engagement through the development of action plans. Through NAYA's and PYEC's networks, the young adults will be invited to continue participating as leaders with the organizations and to take part in action steps in the East Portland Action Plan as advocates strengthening the community.
- The group will organize a community building project.
- Recruitment, organizing, coordination, facilitation, and project management will be provided. Participant support, promotional materials, event related expenses, participant support, and project materials will be provided
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 Lai-Lani Ovalles and Donita Fry, Native American Youth & Family Center 'Engaging Native American Young Adults in Community Building' project managers.
- 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 June 30, 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 Civic Engagement 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 \$12,100 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

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 June 30, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Native American Youth and Family Center (NAYA)

Address: 5135 NE Columbia Blvd., Portland, OR 97218

Employer Identification Number (EIN) 93-1141536

City of Portland Business License # 440 398

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:

Lynn Ward
Signature

5-29-2012
Date

Lynn Ward
Name
Director of Operations & Finance
Title

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: _____

GRANTEE

Organization: Native American Youth & Family Center

Name: Lynn Ward

Title: Director of Operations & Finance

Date: 5-29-2012

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke
City Attorney
CITY ATTORNEY 6/6/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

185432

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 Spencer Ward Date 5-29-2012 Entity Native American Youth & Family Center

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

OP ID: LM

DATE (MM/DD/YYYY)

05/29/12

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 WSC Insurance PO Box 128 * 2000 Pacific Ave. Forest Grove, OR 97116 Deborah Delfs, CIC CISR		503-357-3154 503-716-1022	CONTACT NAME: Linda McCoy PHONE (A/C, No, Ext): 503-906-8934 FAX (A/C, No): 503-716-1022 E-MAIL ADDRESS: lindam@wscinsurance.com PRODUCER CUSTOMER ID #: NATIV-1	
INSURED Native American Youth and Family Center 5135 NE Columbia Blvd Portland, OR 97218		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Philadelphia Indemnity Co INSURER C: Commerce and Industry Ins Co INSURER D: INSURER E: INSURER F:		NAIC #

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse/Molesta	X	PHPK819436	01/23/12	01/23/13	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sex Abuse \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY-AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK819436	01/23/12	01/23/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	PHUB371487	01/23/12	01/23/13	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	007-20-0107	07/01/11	07/01/12	WC STATUS- TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional		PHPK819436	01/23/12	01/23/13	Incident 1,000,000 Aggregate 2,000,000

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. 10 day notice of cancellation applies due to non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

East Portland Action Plan,
 City of Portland Oregon
 1221 SW 4th Ave.
 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

Linda McCoy

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and East Portland Neighbors Inc. (OR "GRANTEE") in an amount not to exceed \$12,000. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded East Portland Neighbors Inc. with an allocation of \$12,000.

- East Portland Neighbors Inc.'s \$12,000 project, 'Conexión Latina III' with the Latino Learning Community/Comunidad Latina Aprendiendo, will recruit and create opportunities for the East Portland Latino community to learn about the U.S. system at different levels and also to expand their work to generate opportunities for Latinos to enhance their leadership skills. The goal is to give children and families the support needed to achieve a stable family, based upon the workshops and their needs to create a

healthy home and safe community through learning, advocacy, and leadership in decision making groups in the 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 East Portland Neighbor Inc.'s Latino Learning Community/Comunidad Latina Aprendiendo 'Conexión Latina III project:

- Bilingual, culturally competent facilitators will recruit guest speakers and attendees. They will coordinate six 3-hour workshops in the Spanish language using Popular Education Methodology to ensure the active participation of 20 participants.
- Each participant will be supported to engage at least one additional community member in a topic issue and to further pursue leadership.
- Topics to be covered are: Children and Families (which may include mental health, immigration, advocacy within the school system, and domestic violence) and Next Step, Community Involvement and Leadership Placement Opportunities.
- Recruitment, organizing, coordination, facilitation, and project management will be provided. Participant support, promotional materials, office supplies, food, transportation, and childcare will be provided.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 is Claudia Carrillo, East Portland Neighbor Inc.'s Latino Learning Community project coordinator.
- 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 June 30, 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 Civic Engagement 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 \$12,000 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 

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

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 June 30, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): East Portland Neighbors, Inc.
 Address: 1017 NE 117th Ave, Portland OR. 97220
 Employer Identification Number (EIN) 93-0959838
 City of Portland Business License # 440631
 Citizenship: Nonresident alien ☐ Yes ☐ No
 Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:

Raymond J. Hites
 Signature
Raymond J. Hites
 Name
President
 Title

May 30, 2012
 Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: _____

GRANTEE

Organization: East Portland Neighbors, Inc.

Name: Raymond J. Hites

Title: President

Date: May 30, 2012

Approved as to Form
 APPROVED AS TO FORM

James H. Van Dyke
 City Attorney ATTORNEY 6/6/12

INDEPENDENT GRANTEE CERTIFICATION STATEMENT

185432

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

185432

DATE (MM/DD/YYYY)

9/22/2011

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gales Creek Insurance Services Inc.
800 NW 6th Ave., Suite 335
Portland, OR 97209

CONTACT NAME: Kim Hutchinson
PHONE (A/C No. Ext): (503) 227-0491 FAX (A/C No.): (503) 227-0927
E-MAIL ADDRESS: kim@galescreek.com

INSURED
East Portland Neighbors, Inc
1017 NE 117th Ave.
Portland OR 97220

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Insurance Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2011 to 2012

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.

VS	TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY						
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK769771	10/1/2011	10/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000
								MED EXP (Any one person) \$ 5,000
		AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
								PRODUCTS - COMP/OP AGG \$ 2,000,000
								\$
A		AUTOMOBILE LIABILITY						
		<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> HIRED AUTOS	X		PHPK769771	10/1/2011	10/1/2012	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								\$
		UMBRELLA LIAB						
		EXCESS LIAB						EACH OCCURRENCE \$
								AGGREGATE \$
		DED						\$
		RETENTION \$						
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
		If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
								E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 6/6/12

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

City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kim Hutchinson/KIM

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Vietnamese Community of Oregon (OR "GRANTEE") in an amount not to exceed \$9,295. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded the Vietnamese Community of Oregon with an allocation of \$9,295.00.

Vietnamese Community of Oregon's \$9,295.00 project, 'Community Engagement Project', will organize workshops addressing health disparity and civic engagement in the Vietnamese Community in East Portland. The goals of the health workshops are to 1) provide health information, 2) discuss factors affecting Vietnamese American's health and factors affecting our access to health services, and 3) discuss a plan to increase health awareness in the broader

Vietnamese community. Community Involvement and Engagement workshops will create a community vision and strategic plan that identifies community needs, strengths/assets, values, and hopes. Workshops will include presentations on local and state governments.

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 Vietnamese Community of Oregon's Community Engagement Project:

- Project organizing for 20 participants in 2 full-day workshops addressing Health Disparity: physical health and mental health.
- Project organizing for 20 participants in 3 full-day workshops to formulate a comprehensive community vision and strategic plan that will guide the organization and community's efforts in the future.
- Workshops will be lead in the Vietnamese language, providing interpretation when necessary.
- 2 project coordinators will be funded for project organizing. Food, childcare, gift cards, and printed and translated (English/Vietnamese) materials will be provided.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 Lana Co, Community Engagement Project Coordinator of the Vietnamese Community of Oregon.
- 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 June 30, 2013. The Final Report will include:
 - I. 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 Civic Engagement 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 \$9,295.00 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 _____

Waived by operating Bureau Director or designee X **BH**

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 June 30, 2013.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): VIETNAMESE COMMUNITY OF OREGON
 Address: PO BOX 55416 PORTLAND, OR 97238
 Employer Identification Number (EIN) 32-0263661
 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:

DE TRAN
 Signature
DE TRAN
 Name
President of Vietnamese
 Title
community of Oregon

5/29/2012
 Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: _____

GRANTEE

Organization: Vietnamese Community of Oregon

Name: De Tran

Title: President

Date: 5/29/2012

APPROVED AS TO FORM

James H. Van Dyke
 City Attorney
6/6/12

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 _____ 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 05.30.12

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 De Tran

Date 5/29/2012

**VIETNAMESE COMMUNITY OF OREGON**

P.O. BOX 55416 Portland, OR 97238

www.congdongvietnamoregon.org

Phone: (503) 484-6728

Request for Waiver

Re: Automobile Liability Insurance

Project Name: Community Engagement Project

Organization: Vietnamese Community of Oregon

Coordinator: Lana Co

We are requesting that the automobile insurance be waived. We will not be providing vehicle transportation. From our experience with past projects, transportation doesn't seem to be a barrier to participation.

GRANTEE Representative

Signature 

Name

DE TRAN

Title

President of Vietnamese Community of Oregon

Date

5/30/2012

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/30/2012

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 FRANCIS L. DEAN & ASSOCIATES, LLC 1776 S. NAPERVILLE ROAD, BLDG-B P.O. BOX 4200 WHEATON, IL 60189 www.fdean.com (800)745-2409	CONTACT NAME: PHONE (A/C, No, Ext): 800-745-2409 FAX (A/C, No): 630-665-7294 E-MAIL ADDRESS: info@fdean.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Riverport Insurance Company</td> <td>36684</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Riverport Insurance Company	36684	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Riverport Insurance Company	36684														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Vietnamese Community of Oregon PO Box 55416 Portland, OR 97238															

COVERAGES

CERTIFICATE NUMBER: SO148992-00

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			FLDG180312	7/14/2012	8/19/2012	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$5,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY			<div style="text-align: center;"> APPROVED AS TO FORM <i>James H. Van Dyke</i> CITY ATTORNEY 6/6/12 </div>			COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO			BODILY INJURY (Per person)				\$	
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			BODILY INJURY (Per accident)				\$	
<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)				\$	
							\$	
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$

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.

Health and Community Development Forums

CERTIFICATE HOLDER

CANCELLATION

 East Portland Action Plan
 City of Portland
 221 SW 4th Avenue
 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

Francis L. Dean

POLICY NUMBER: FLDG180312

COMMERCIAL GENERAL LIABILITY
CG 21 44 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Premises:****Project:**

Health and Community Development Forum Coverage Limited to the Following Dates Only:

July 14, 2012
July 28, 2012
August 4, 2012
August 11, 2012
August 18, 2012

With Respect to Certificate SO148992-00.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

EXHIBIT G

GRANT AGREEMENT NO.

This is a Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and City Bible Church (OR "GRANTEE") in an amount not to exceed \$7,410. 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 Civic Engagement Grants Program received 14 grant applications for a total request of \$118,279.95. We had \$60,000 to allocate. A successful application was required to:

1. Address the implementation of the following Action Plan item: Community Building.2.3 Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnership, etc.
2. Demonstrate an ability to involve culturally specific populations in language appropriate ways, with populations/communities that are not equitably represented in civic decision making.
3. Address: Next Step Community Involvement and Leadership Placement Opportunities.
4. Demonstrate plans for involving participants after end of granted period.
5. 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.
6. Take place in and benefit the residents of the East Portland Neighborhood area.
7. Have filed an interim or end-of-project Evaluation is awarded a previous EPAP grant.

The duly designated five-person EPAP Grants Review Committee, in accordance with an EPAP Prioritization Criteria that was established by the EPAP Civic Engagement Subcommittee in April 2012, awarded City Bible Church with an allocation of \$7,410.

City Bible Church's \$7,410 project, 'Civic Engagement Community Building for Zomi', will recruit for, organize, and teach a series of small group 2-hour workshops that address: Rental and Home Ownership Rights and Responsibilities, Children and Families and The Law and Crime Prevention, Immigration and Citizenship, and Leadership Development or Leadership Placement Opportunities for members of the Zomi/ Zo/ Chin indigenous peoples of Burma. Topics were chosen so that community members will be more effective in civic engagement.

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 City Bible Church Zomi Association of USA's Civic Engagement Community Building for Zomi project:

- 35 workshop sessions will be provided: Twelve 2-hour sessions on Rental and Home Ownership Rights and Responsibilities serving a total of 45 head of households; Fifteen in-home 2-hour sessions on Children and Families and The Law and Crime Prevention serving 3 – 4 neighbors or 3 families in one 10 – 15 person group reaching 150 – 200 people total; Four 2-hour sessions on Immigration and Citizenship workshop serving 40 people; and Four 2-hour sessions on Leadership Development or Leadership Placement Opportunities.
- Bilingual native speakers and translators will teach the workshops, with each session having one organizer, one teacher, and one volunteer.
- Translation of 6 pages of the citizenship questionnaires information brochures.
- Will work with the Asian Family Center and participate in EPAP to increase activities in civic engagement and advocacy.
- Recruitment, organizing, coordination, teaching, and project management will be provided. Promotional and U.S. Citizenship material will be distributed. Refreshment, supplies, and meeting facilities will be made available.
- Photographs (3) of a project activity to be submitted with a completed EPAP Evaluation form.
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

II. SPECIFIC CONDITIONS OF THE GRANT

- A. 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 King Mang Zam, Zomi Association of USA's Project Coordinator for City Bible Church.
- 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 June 30, 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 Civic Engagement 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 \$7,410 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 ____

Waived by operating Bureau Director or designee X BY

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 June 30, 2013.

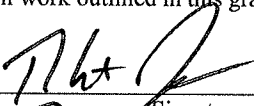
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): City Bible Church
 Address: 9200 NE Fremont St Portland OR 97220
 Employer Identification Number (EIN) 93-6034705
 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
Robert Jameson
 Name
Administrator
 Title

5-30-12

Date

CITY OF PORTLAND

Office of Neighborhood Involvement

Name: Amalia Alarcon de Morris

Title: Bureau Director

Date: _____

GRANTEE

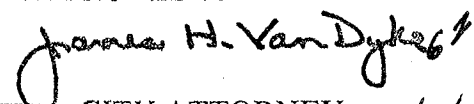
Organization: City Bible Church

Name: Robert Jameson

Title: Administrator

Date: 5/30/12

Approved as to Form


 CITY ATTORNEY
 City Attorney 6/6/12

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 _____ 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

05.30.12
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

5/30/12
Date



discover. experience. celebrate.

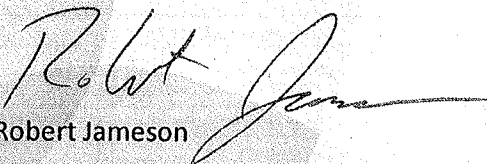
9200 NE Fremont
Portland, Oregon 97220
t 503.255.2224 f 503.256.9637
www.citybiblechurch.org

May 30, 2012

To whom it may concern,

We are requesting that the Automobile Liability Insurance be waived for City Bible Church's Civic Engagement Community Building for Zomi project as we will not be providing vehicle transportation.

Thank you,


Robert Jameson
Church Administrator

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/30/2012												
PRODUCER James Reed & Assoc. Insurance 915 Lancaster Dr. SE Salem, OR 97302 (503) 588-8229		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED CITY BIBLE CHURCH 9200 NE FREMONT PORTLAND, OR 97220		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURERS AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A: BROTHERHOOD MUTUAL INS</td> <td></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> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: BROTHERHOOD MUTUAL INS		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	36MRA0356715	03-03-11	03-03-14	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000
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		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP 250 DED <input checked="" type="checkbox"/> COLL 500 DE	36MRA0356715	03-03-11	03-03-14	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
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APPROVED AS TO FORM

James H. Van Dyke
6/6/12
CITY ATTORNEY

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

THE CITY OF PORTLAND, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGE AS A FUNDING SOURCE FOR THE NAMED INSURED, SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSION 10 DAY NOTICE OF CANCELLATION APPLIES DUE TO NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

EAST PORTLAND ACTION PLAN
CITY OF PORTLAND
1221 SW 4TH AVE
PORTLAND, OR 97204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE