

EXHIBIT A

GRANT AGREEMENT NO.

This Grant Agreement (Agreement) is between the City of Portland, Oregon (City), by and through its Bureau of Planning and Sustainability (BPS), and Neighborhoods West-Northwest Review Board (Grant Recipient), a coalition representing northwest and southwest neighborhood associations, in an amount not to exceed \$7,061. This Agreement may refer to the City and Grant Recipient individually as a Party or jointly as the Parties.

RECITALS

This Agreement is entered into for the purpose of providing BPS funds for use at Community Collection Events (Events).

Community Collection Events are clean-up events organized by neighborhood associations or non-profit organizations to provide accessible low- and no-cost disposal and recycling options to haul bulky waste to a transfer station. Community Collection Events extend the life of usable goods and put them in the hands of community members that need them.

Community groups organize the Community Collection Events, including logistics and promotion, securing a location and haulers, arranging for recycling and reuse and organizing volunteers. The Grant Recipient may organize a Community Collection Event, fund a community group interested in organizing a Community Collection Events, or both.

Community Collection Events increase neighborhood pride, promote neighborliness and introduce people to community organizations.

AGREED**I. GRANT RECIPIENT RESPONSIBILITIES**

- Provide one point of contact for BPS.
- Understand and convey to community groups the amount of funding available for Community Collection Events, and any funding priorities and prohibitions.
 - Funding Priorities:
 - Supplies and equipment pre-approved by the Grant Recipient Representative
 - Publicity, refreshments
 - Mileage for materials drop off
 - Reuse partner organization fees
 - Volunteer stipends
 - Recycling non-curbside materials like scrap metal, electronics, Styrofoam
 - Drop boxes for collection of approved waste items
 - Funding Prohibitions:
 - Giveaways like t-shirts, hats, bags
 - Direct mail and postage
 - Supplies and equipment not pre-approved by the Grant Recipient Representative
 - Alcohol

- Other costs can be considered but must be approved in advance and in writing by BPS.
- Coordinate the administration of funds for Community Collection Events, including:
 - Providing community groups with the application to request and receive funds.
 - Determining if the Community Collection Event meets BPS criteria.
 - Sharing a schedule of events with BPS over a monthly email, for promotion and drop box Community Collection Events tracking purposes.
- Ensure Community Collection Events occur prior to June 1, 2020.
- Provide liability insurance for Community Collection Event sites, as necessary.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Acknowledge BPS by name and logo on any marketing materials. Verify information regarding prohibited materials is included on all Event marketing. Provide samples of promotional materials to BPS. Nothing in this Agreement implies City's endorsement or support of the viewpoints expressed by Grant Recipient. City reserves the right to request Grant Recipient clarify City's disassociation or non-endorsement of Grant Recipient's viewpoints.
- B. Grant Recipient Representative: Grant Recipient's authorized representative for this Agreement is Mark Sieber, 503-823-4212.
- C. City Grant Manager: The City's Grant Manager for this Agreement is Alicia Polacok, 503-823-7107, or such other person as may be designated by City in writing.
- D. Billings/Invoices/Payment: The 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: Grant Recipient will submit to the Grant Manager:
1. Submit quarterly reports (September 15, December 15, March 15, June 15), as needed, that include the following:
 - The name, date and location of Community Collection Events.
 - A description of the materials collected at each event.
 - Copies of receipts and invoices for all expenses.
 - Samples of promotional materials.
 2. City reserves the right to request additional documentation to support Grant Recipient'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 Grant Recipient.

III. PAYMENTS

- A. Grant Recipient will receive its funding as follows:

The Grant Recipient will receive the full amount of \$7,061 from BPS once the Agreement is final. Any unspent funds must be returned to BPS. The Grant Recipient may choose to

deduct an administrative fee of up to \$150 from the \$7,061. The Grant Recipient may pass on the entire administrative fee of \$150 to community groups that organize an Event.

- B. If for any reason Grant Recipient 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 Grant Recipient to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grant Recipient, require Grant Recipient 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. If applicable, Grant Recipient 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grant Recipient uses grant funds outside of the scope of this Agreement, or if Grant Recipient fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) calendar days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) calendar day cure period, Grant Recipient shall commence cure within the thirty (30) calendar days, notify City of Grant Recipient'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. Grant Recipient shall not perform services or take actions that would require City to pay additional grant funds to Grant Recipient. Grant Recipient shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grant Recipient 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 Grant Recipient'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 thirty (30) calendar day period unless a written extension of cure period is granted by City. Grant Recipient 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 Grant Recipient under this Agreement shall, at the option of City, become the property of City; and Grant Recipient 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 Grant Recipient.
- E. Termination by Agreement or for Convenience of City. City and Grant Recipient may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) calendar 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, Grant Recipient shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grant Recipient 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, Grant Recipient's anticipated services or actions are terminated, discontinued or interrupted, City's payment of grant funds may be terminated, suspended or reduced. Grant Recipient shall immediately refund to City any unexpended grant funds received by Grant Recipient.
- 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, Grant Recipient 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. Grant Recipient shall take actions to ensure 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. Grant Recipient shall post in conspicuous places, available to employees and applicants for employment, notices provided by City setting for the provisions of this nondiscrimination clause. Grant Recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Grant Recipient 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. Grant Recipient shall maintain all books, general organizational and administrative information, documents, papers, and records of Grant Recipient that are related to this Agreement or Grant Recipient'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. Grant Recipient 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 Grant Recipient 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 Grant Recipient exceeded the amount to which Grant Recipient was entitled, then Grant Recipient shall repay the amount of the excess to City.

- K. Indemnification. Grant Recipient 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 Grant Recipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. Grant Recipient 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. Grant Recipient, 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, Grant Recipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance. Grant Recipient 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.
 3. Automobile Liability Insurance. Grant Recipient 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.
 4. Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be 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 Grant Recipient'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. Grant Recipient 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) calendar days' written notice from Grant

Recipient to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grant Recipient 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. Grant Recipient 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. Grant Recipient 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 Grant Recipient is a public body, Grant Recipient may furnish a declaration that Grant Recipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- M. Grant Recipient's Contractor; Non-Assignment. If Grant Recipient utilizes contractors to complete its work under this Agreement, in whole or in part, Grant Recipient 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, Grant Recipient shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grant Recipient 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. Grant Recipient, 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) years thereafter, shall have any interest, direct or indirect, in the Agreement or the proceeds thereof. The City officer or employee who selected Grant Recipient, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from Grant Recipient or be employed by Grant Recipient 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. Grant Recipient 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 Grant Recipient is a 501(c)(3) organization, Grant Recipient shall maintain its nonprofit and tax-exempt status during this Agreement. Grant Recipient shall be EEO certified by City in order to be eligible to receive grant funds.

- R. Independent Financial Audits/Reviews. Any Grant Recipient 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 Grant Recipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two (2) copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty (30) calendar 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, Grant Recipient 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 the Agreement may only be enforced by the Parties.
- W. 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 Grant Recipient has received grant funds or when obligations are due from Grant Recipient.

This Grant Agreement and all work by Grant Recipient shall terminate no later than June 30, 2020.

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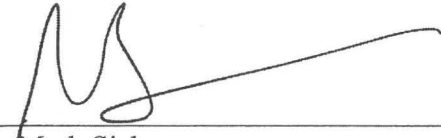
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CITY OF PORTLAND

GRANT RECIPIENT

Name: Andrea Durbin
Title: Director, BPS


Name: Mark Sieber
Title: Director, Neighborhoods West-Northwest Review Board

Date: _____

Date: 7/31/19

Approved as to Form

APPROVED AS TO FORM

 7/29/19
MKH

City Attorney CITY ATTORNEY

189679



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2019

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

PRODUCER JD Fulwiler & Co., Insurance 5727 SW Macadam Ave Portland OR 97239	CONTACT NAME: Kim Hutchinson	
	PHONE (A/C, No, Ext): 503-977-5650	FAX (A/C, No): 503-977-5850
E-MAIL ADDRESS: khutchinson@jdfulwiler.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins Co		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED NEIGWES-01
 Neighborhoods West Northwest Review Board
 2257 NW Raleigh
 Portland OR 97210

COVERAGES **CERTIFICATE NUMBER:** 1287957355 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" 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 OTHER:	Y		PHPK1983972	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ NONE
							PROFESSIONAL LIAB	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		PHPK1983972	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB680061	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA.EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is additional insured but only as respects operations of the named insured in accordance with the policy terms, conditions & exclusions. Attached CG2026 form applies.

APPROVED AS TO FORM

Mary Ann MKH 7/23/19

CITY ATTORNEY

CERTIFICATE HOLDER City of Portland Bureau of Planning and Sustainability 1900 SW 4th Ave, Suite 7100 Portland OR 97201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kim Hutchinson</i>

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FORM CG2002 - ADDITIONAL INSURED-CLUB MEMBERS

CLUB MEMBERS

Arlington Heights Neighborhood Association
Forest Park Neighborhood Association
Goose Hollow Foothills League
Hillside Neighborhood Association
Linnton Neighborhood Association
Northwest District Association
Northwest Heights Neighborhood Association
Old Town Community Association
The Pearl District
Portland Downtown Neighborhood Association
Sylvan - Highlands Neighborhood Association

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK1983972

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Portland Bureau of Planning and Sustainability</p>

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

www.saif.com

Oregon Workers' Compensation Certificate of Insurance


Certificate holder:

NEIGHBORHOODS WEST-NORTHWEST REVIEW BOARD
2257 NW RALEIGH
PORTLAND, OR 97210

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact	
Neighborhoods West/Northwest Review Board 2257 NW Raleigh St Portland, Or 97210-2630		SAIF Corporation Portland Service Center 503.673.5283 servic@saif.com	
Issued	Policy	Limits of liability	
07/30/2019	752151	Bodily Injury by Accident	\$500,000 each accident
Period	07/01/2019 to 07/01/2020	Bodily Injury by Disease	\$500,000 each employee
		Body Injury by Disease	\$500,000 policy limit

Description of operations/locations/special items
Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Kerry Barnett
President and CEO

APPROVED AS TO FORM
 MKH 7/31/19
 CITY ATTORNEY

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812

EXHIBIT B**GRANT AGREEMENT NO.**

This Grant Agreement (Agreement) is between the City of Portland, Oregon (City), by and through its Bureau of Planning and Sustainability (BPS), and Southeast Uplift Neighborhood Program, Inc. (Grant Recipient), a partnership supporting southeast and northeast neighborhoods, in an amount not to exceed \$8,144. This Agreement may refer to the City and Grant Recipient individually as a Party or jointly as the Parties.

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- Provide liability insurance for Community Collection Event sites, as necessary.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Acknowledge BPS by name and logo on any marketing materials. Verify information regarding prohibited materials is included on all Event marketing. Provide samples of promotional materials to BPS. Nothing in this Agreement implies City's endorsement or support of the viewpoints expressed by Grant Recipient. City reserves the right to request Grant Recipient clarify City's disassociation or non-endorsement of Grant Recipient's viewpoints.
- B. Grant Recipient Representative: Grant Recipient's authorized representative for this Agreement is Mark Sieber, 503-823-4212.
- C. City Grant Manager: The City's Grant Manager for this Agreement is Alicia Polacok, 503-823-7107, or such other person as may be designated by City in writing.
- D. Billings/Invoices/Payment: The 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: Grant Recipient will submit to the Grant Manager:
1. Submit quarterly reports (September 15, December 15, March 15, June 15), as needed, that include the following:
 - The name, date and location of Community Collection Events.
 - A description of the materials collected at each event.
 - Copies of receipts and invoices for all expenses.
 - Samples of promotional materials.
 2. City reserves the right to request additional documentation to support Grant Recipient'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 Grant Recipient.

III. PAYMENTS

- A. Grant Recipient will receive its funding as follows:

The Grant Recipient will receive the full amount of \$7,061 from BPS once the Agreement is final. Any unspent funds must be returned to BPS. The Grant Recipient may choose to

deduct an administrative fee of up to \$150 from the \$7,061. The Grant Recipient may pass on the entire administrative fee of \$150 to community groups that organize an Event.

- B. If for any reason Grant Recipient 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 Grant Recipient to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grant Recipient, require Grant Recipient 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. If applicable, Grant Recipient 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination: Cure. It shall be a material breach and cause for termination of this Agreement if Grant Recipient uses grant funds outside of the scope of this Agreement, or if Grant Recipient fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) calendar days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) calendar day cure period, Grant Recipient shall commence cure within the thirty (30) calendar days, notify City of Grant Recipient'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. Grant Recipient shall not perform services or take actions that would require City to pay additional grant funds to Grant Recipient. Grant Recipient shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grant Recipient 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 Grant Recipient'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 thirty (30) calendar day period unless a written extension of cure period is granted by City. Grant Recipient 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 Grant Recipient under this Agreement shall, at the option of City, become the property of City; and Grant Recipient 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 Grant Recipient.
- E. Termination by Agreement or for Convenience of City. City and Grant Recipient may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) calendar 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, Grant Recipient shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grant Recipient 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, Grant Recipient's anticipated services or actions are terminated, discontinued or interrupted, City's payment of grant funds may be terminated, suspended or reduced. Grant Recipient shall immediately refund to City any unexpended grant funds received by Grant Recipient.
- 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, Grant Recipient 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. Grant Recipient shall take actions to ensure 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. Grant Recipient shall post in conspicuous places, available to employees and applicants for employment, notices provided by City setting for the provisions of this nondiscrimination clause. Grant Recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Grant Recipient 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. Grant Recipient shall maintain all books, general organizational and administrative information, documents, papers, and records of Grant Recipient that are related to this Agreement or Grant Recipient'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. Grant Recipient 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 Grant Recipient 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 Grant Recipient exceeded the amount to which Grant Recipient was entitled, then Grant Recipient shall repay the amount of the excess to City.

- K. Indemnification. Grant Recipient 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 Grant Recipient and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. Grant Recipient 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. Grant Recipient, 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, Grant Recipient, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance. Grant Recipient 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.
 3. Automobile Liability Insurance. Grant Recipient 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.
 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 Grant Recipient'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. Grant Recipient 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) calendar days' written notice from Grant

Recipient to City. If the insurance is canceled or terminated prior to termination of the Agreement, Grant Recipient 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. Grant Recipient 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. Grant Recipient 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 Grant Recipient is a public body, Grant Recipient may furnish a declaration that Grant Recipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- M. Grant Recipient's Contractor; Non-Assignment. If Grant Recipient utilizes contractors to complete its work under this Agreement, in whole or in part, Grant Recipient 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, Grant Recipient shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Grant Recipient 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. Grant Recipient, 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) years thereafter, shall have any interest, direct or indirect, in the Agreement or the proceeds thereof. The City officer or employee who selected Grant Recipient, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from Grant Recipient or be employed by Grant Recipient 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. Grant Recipient 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 Grant Recipient is a 501(c)(3) organization, Grant Recipient shall maintain its nonprofit and tax-exempt status during this Agreement. Grant Recipient shall be EEO certified by City in order to be eligible to receive grant funds.

- R. Independent Financial Audits/Reviews. Any Grant Recipient 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 Grant Recipient receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two (2) copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty (30) calendar 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, Grant Recipient 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 the Agreement may only be enforced by the Parties.
- W. 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 Grant Recipient has received grant funds or when obligations are due from Grant Recipient.

This Grant Agreement and all work by Grant Recipient shall terminate no later than June 30, 2020.

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CITY OF PORTLAND

GRANT RECIPIENT

Name: Andrea Durbin
Title: Director, BPS

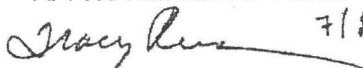

Name: Molly Mayor
Title: Executive Director, Southeast Uplift
Neighborhood Program, Inc.

Date: _____

Date: Aug 5, 2019

Approved as to Form

APPROVED AS TO FORM

 7/29/19
MKH

City Attorney CITY ATTORNEY

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Schedule: CG2002 Additional Insured-Club Members

Kerns NA
North Tabor NA
Mount Tabor NA
Richmond NA
Laurelhurst NA
Sunnyside NA
Hosford Abernathy NA
South Tabor NA
Brooklyn NA
Foster-Powell NA
Reed NA, Eastmoreland NA
Mount Scott-Arleta NA
Creston-Kenilworth NA
Sellwood Moreland NA
Woodstock NA
Brentwood Darlington NA
Ardenwald Johnson Creek NA
Montavilla Neighborhood Association
Buckman NA

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK1983892

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):City of Portland
Bureau of Planning and Sustainability

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

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.