

Exhibit A

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A

Scope of Work and Payment Schedule

I SCOPE OF WORK:

In return for receipt of grant funds, Grantee agrees to:

- a. Hire and maintain a Manager for the Hire Site who is capable of budgeting, accounting, fundraising, managing employees, reporting, data collection, partnering and collaboration.
- b. Hire and maintain bi-lingual and bi-cultural staff and volunteers with demonstrated ability in working with day laborers, including an understanding of Latino labor and workforce issues.
- c. Execute a lease with the Portland Development Commission in order to establish a location for the Hire Site at 240 NE Martin Luther King Blvd., Portland, Oregon until February 1, 2013 or until the expiration or termination of the lease.
- d. Manage the day-to-day operations of the Hire Site. This includes the intake of day laborers and employers, job placement as well as managing and operating the Hire Site while maintaining and creating new community partners.
- e. Maintain and operate the Hire Site at a minimum from 6 a.m. through noon, Mondays through Friday of each week and Saturday mornings, or at such times as may be mutually agreed upon between the CITY'S Grant Manager and GRANTEE based on seasonal needs, the availability for work, and any other factors deemed relevant by GRANTEE and CITY.
- f. Maintain current data of employers and day laborers served. Notwithstanding this, or any terms of the contract, the identity of employers and day laborers shall be tracked and reported to the City only be unique numeric identifiers, and the identity of those persons using the Hire Site shall be confidential and need not be reported to the City or its agents.
- g. Collect data and report information on project consumers and related community issues in formats and at frequencies prescribed by the City.
- h. Provide monthly program data to City staff for use in program monitoring in a format prescribed by the City.
- i. Maintain a hiring selection process that is equitable for day laborers and employers.
- j. Maintain effective and cordial working relationships and communication with local business, local neighborhood associations, local residents, local police, day laborers, employers, community organizations, and labor unions in order to promote civic harmony and community participation in an effective Hire Site.

- k. Maintain ongoing participation of day laborers and employers in Hire Site.
- l. Maintain ongoing stakeholder participation in Hire Site.
- m. Establish and convene a monthly Advisory Board that will support Grantee in the performance of its duties under this grant.
- n. Perform daily trash pick-up and minor maintenance work, as needed, to maintain the Hire Site in a clean and attractive condition.
- o. Perform fund raising activities to support the operations of the Hire Site, and establish ongoing additional funding sources to ensure the sustainability of the Hire Site in the event that City funds are no longer available.
- p. Plan, implement and evaluate the Hire Site's long-term program goals and strategies.
- q. Operate the Hire Site through the Hire Site Manager and staff with on-site and on-going support of VOZ staff. It is anticipated that a group of volunteers will assist and support Hire Site staff.
- r. Maintain a hiring selection process that is equitable for job seekers and employers. (see Exhibit B for organizational flow chart)
- s. Operate the Hire Site to:
 - 1. Minimize impacts to neighborhood
 - 2. Minimize impacts to local businesses
 - 3. Provide a safe location for job seekers
 - 4. Minimize impacts to job seekers
 - 5. Maintain and, if possible, improve the livability of the area around the Hire Site.
- t. Assist laborers with wage recovery, safety training and refer laborers to appropriate resources and services.
- u. Adhere to budget as set forth in Exhibit C.
- v. Technical Assistance for Community Services (TACS)will assist VOZ with the transition process of applying and obtaining its own 501 (c)(3) tax exempt status. Grantee shall apply and/or obtain such status by June 1, 2008. However, failure to meet this schedule that is attributable to delay by the Internal Revenue Service in acting upon the application of Grantee for 501(c)(3) status shall not be deemed to be a failure to comply with this grant agreement.

w. Any agreement between GRANTEE and its fiscal agent shall, at a minimum, permit the fiscal Agent to:

1. Represent VOZ for all fiscal and financial aspects related to this grant proposal.
2. Sign contracts and needed documents pursuant to the obligations of the Fiscal Agent under this Agreement or as provided in the separate agreement between the GRANTEE and Fiscal Agent referred to in Article I.F(4) above.
3. Assure, together with VOZ, Hire Site staff and VOZ Board of Directors, and Executive Board, the proper use of the grant money for the purposes it has been awarded.
4. Assist VOZ for the period of this grant (2008-2009) with the transition process of obtaining a favorable advance ruling from the IRS on GRANTEE's own 501(c) 3 tax exempt status, whichever comes first.
5. Work together with VOZ and Hire Site staff in the overall financial management of the grant monies.
6. Design and implement in coordination with VOZ staff a comprehensive accounting system, including the design of a chart of accounts, which will facilitate tracking the receipt and use of restricted government and foundation funds.
7. Prepare monthly financial statements including a Balance Sheet, Statement of Activities, and reports tracking the receipt and use of restricted grant funds.
8. Design and implement financial policies, procedures, and controls to ensure that all funds are tracked correctly, all disbursement are made with proper authorization, and that accurate records of all financial transactions are maintained.
9. Select a payroll system service provider and provide oversight for the preparation of payroll journals, paychecks, and payroll tax reports by the payroll service.
10. Review all funding agreements to identify financial management and data collection requirements and development of systems to ensure compliance with all requirements.
11. Provide assistance with the preparation of an annual budget for this grant.
12. Require the fiscal agent to permit the City to inspect the records of the fiscal agent to the extent they relate to the fiscal agent's performance of duties under its agreement with the Grantee and the requirements of this Grant Agreement.

x. Adhere to timeline schedule as set forth in Attachment D.

y. Conduct transition outreach and marketing efforts to:

1. Day laborers;
2. Employers;
3. Businesses surrounding the area;
4. Community stakeholders; and
5. Residents

Transition marketing and outreach efforts will be conducted prior to the Hire Site opening, after Hire Site opening and throughout the duration of this grant. Market and outreach shall include, but not be limited to: signage, dissemination of flyers, surveys, meetings, workshops, dialogues, one-on-one interactions with those identified above and other "best practices," such as those identified by the National Day Labor Organizing Network.

z. Grantee shall convene open bi-annual meetings with stakeholders and the public to update, inform and receive advice and feedback.

aa. Establish and convene a monthly Advisory Board for the first six months with quarterly meetings there after. The Advisory board will:

1. Consist of up to 15 individuals with broad participation from appropriate stakeholders;
2. Provide vision, supervision and leadership to guarantee the long-term sustainability of the Hire Site;
3. Serve as liaison between DLHS and stakeholder constituency groups;
4. Seek resources for DLHS and conduct fundraising; and
5. Inform and report back to stakeholders regarding monthly meetings and outcomes.

III. Good Neighbor Agreement:

GRANTEE is required to complete a Good Neighbor Agreement between laborers, employers, businesses surrounding the area, community stakeholders and nearby residents by June 30, 2008. The City will provide assistance if required. The CITY'S Grant Manager is authorized to waive this requirement in the event that GRANTEE has made efforts to execute a reasonable agreement, but is unable to reach agreement with one or more of the parties listed above.

IV. Payment:

A. GRANTEE will receive its funding as follows:

1. City shall disburse an initial payment of \$100,000 to Grantee upon: a) execution of this agreement, b) presentation of all certificates of insurance and any other legal document required by the agreement and approval of such documents as to form by the City Attorney's office; c) City Council approval of disbursement of funds; (d) Execution of a lease for 240 NE Martin Luther King Blvd., Portland,

Oregon; (e) presentation of an agreement between GRANTEE and its fiscal agent that complies with the requirements of this grant agreement; and (f) is otherwise in compliance with the Grant Agreement.

2. All grant funds shall be used exclusively for the purposes set forth in this agreement.

3. City shall disburse the remaining \$100,000 to Grantee on or near June 28, 2008 provided Grantee has applied and/or obtained a favorable advance ruling from the IRS regarding its requested 501(c)(3) status as a tax exempt non-profit organization under the United States Internal Revenue Code (26 U.S.C. § 501(c)).

- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

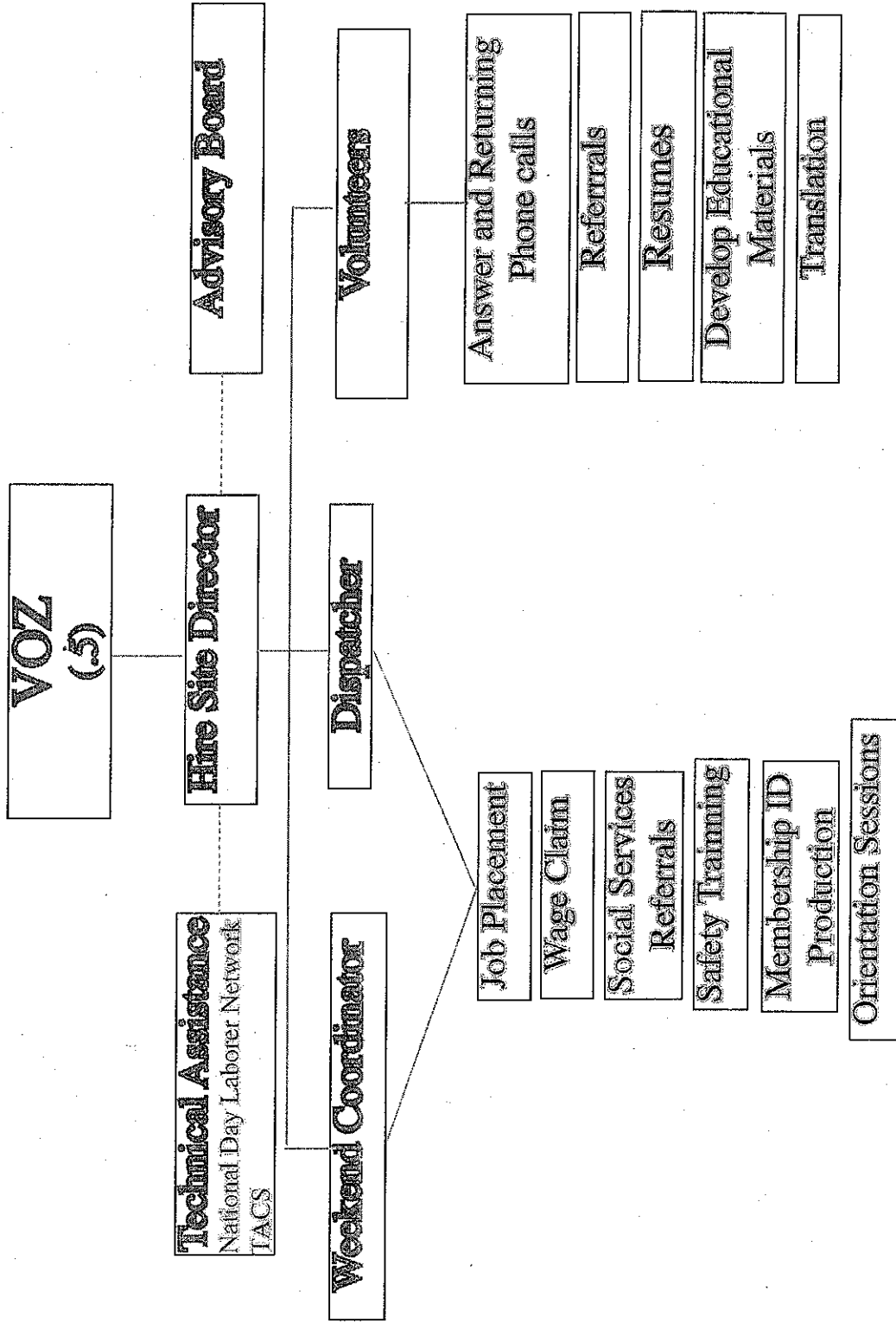
IV. Data collection and reporting:

A. Grantee shall provide monthly data to City staff for use in grant monitoring in a format prescribed by the City. Maintain current data of employers and day laborers served. Collect data and report information on project consumers and related community issues in formats and at frequencies prescribed by the City. Such data will be reported to the City only in aggregate summaries or by means of unique numeric identifiers.

B. Monthly reports will be submitted to City's Grant Manager on the 15th of each month. Reports will include reporting on goals in operations, marketing and outreach, communication and stakeholder participation. Other data may be requested by the Grant Manager as part of grant monitoring upon reasonable notice.

Exhibit B

Day Laborer Hire Site Chart



VOZ Organizational Chart

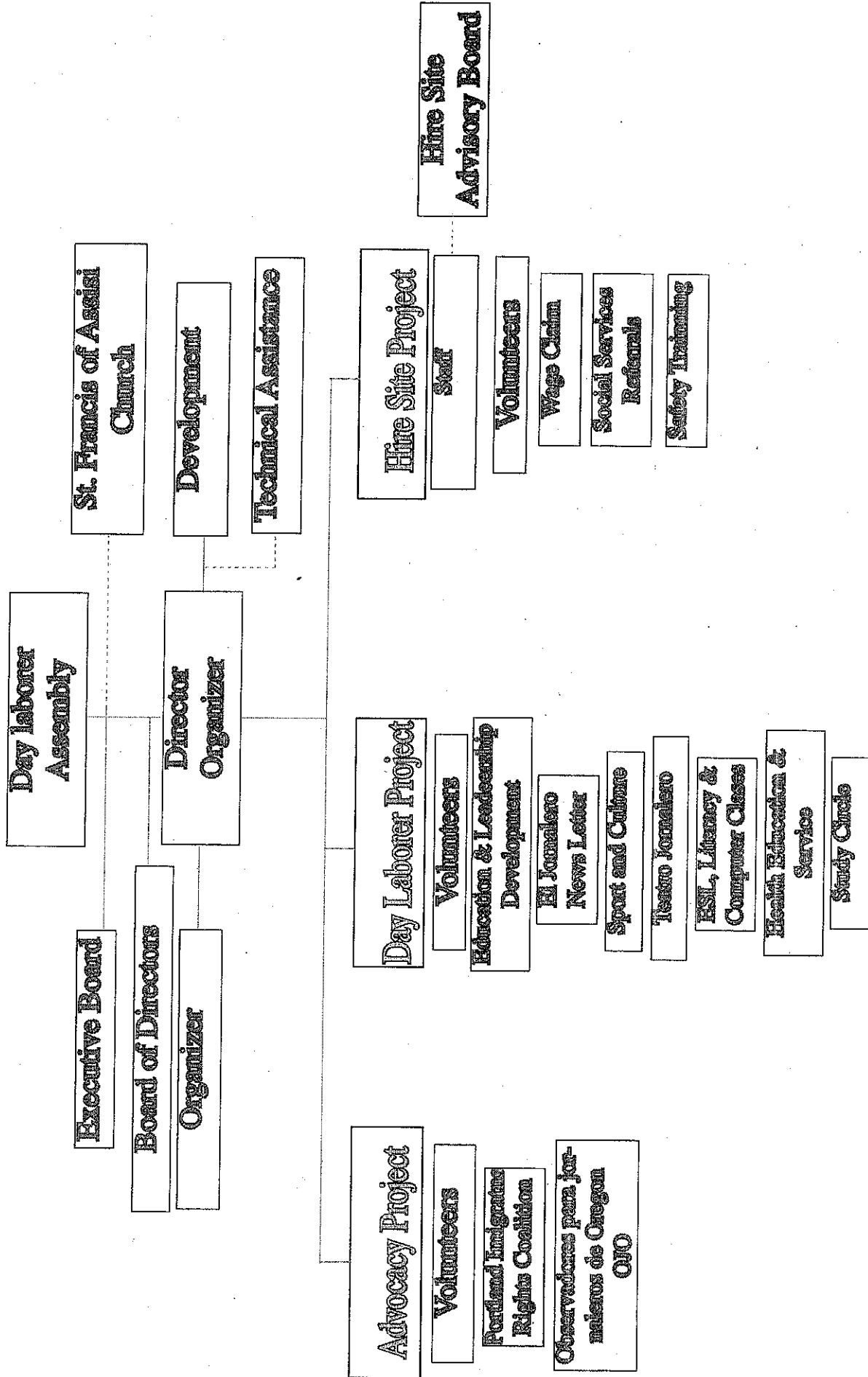


Exhibit C

Day Labor Hire Site Budget - 2008-2009 Expenses

EXPENSES				
PERSONNEL	2008		2009	
	FTE		FTE	
PROGRAM STAFF				
Hire Site Director	100.0%	\$ 35,000	100.0%	\$ 36,000
Hire Site Dispatcher	100.0%	\$ 30,000	100.0%	\$ 31,000
Weekend Coordinator	50.0%	\$ 15,000	50.0%	\$ 16,000
Subtotal - Program Staff		\$ 80,000		\$ 83,000
FICA @ 7.65%	7.65%	\$ 6,120	7.65%	\$ 6,350
Workers Compensation @ 1.96%	1.96%	\$ 1,568	1.96%	\$ 1,627
Fringe Benefits @ \$500/employee(2.5)		\$ 17,200	12.00%	\$ 17,845
TOTAL - PERSONNEL	100.0%	\$ 104,888		\$ 108,821
NON-PERSONNEL				
	%		%	
OPERATIONS				
VOZ Project Management & Comm.Engagement	50.0%	\$ 18,000	50.00%	\$ 20,000
Maintenance/ Repair/Installation	3.69%	\$ 4,000	3.67%	\$ 3,000
Development/Fundraising (contracted)	17.28%	\$ 18,750	24.49%	\$ 20,000
Accounting Services	4.61%	\$ 5,000	6.12%	\$ 5,000
Professional Services	3.69%	\$ 4,000	1.84%	\$ 1,500
Rental of 2 Portable Restrooms	1.87%	\$ 2,027	2.69%	\$ 2,200
Rent/Property Taxes & Fees	5.07%	\$ 5,500	6.73%	\$ 5,500
Insurance (Liability, Auto, Equipment)	3.69%	\$ 4,000	4.90%	\$ 4,000
Mileage / Travel	0.92%	\$ 1,000	1.22%	\$ 1,000
Acquisition of Mobile Office + 1 Canopy (*)	18.10%	\$ 19,639	0.00%	\$ -
Postage	0.92%	\$ 1,000	1.22%	\$ 1,000
Printing & Photocopying	1.84%	\$ 2,000	2.45%	\$ 2,000
Outreach & Transition	4.24%	\$ 4,600	3.06%	\$ 2,500
Site Supplies-Materials	3.69%	\$ 4,000	4.90%	\$ 4,000
mail	3.48%	\$ 3,780	4.63%	\$ 3,780
Garbage and Recycling	2.77%	\$ 3,000	3.67%	\$ 3,000
Office Equipment	3.69%	\$ 4,000	1.84%	\$ 1,500
City License/Permits (*)	2.30%	\$ 2,500	0.00%	\$ -
Contingency	0.46%	\$ 500	0.61%	\$ 500
Electricity	1.11%	\$ 1,200	1.47%	\$ 1,200
TOTAL - NONPERSONNEL	83.4%	\$ 108,496	75.5%	\$ 81,680
TOTAL EXPENSES	100.0%	\$ 213,384	100.0%	\$ 190,501

(*) The final costs will depend on PDC's approval

Exhibit D

Exhibit E

**FISCAL AGENCY AGREEMENT
VOZ WORKERS' RIGHTS EDUCATION PROJECT / ST. FRANCIS OF ASSISI
CHURCH**

This agreement is entered into between **VOZ Workers' Rights Education Project**, hereinafter referred to as "Grantee," and **St. Francis of Assisi Church of Portland, Oregon**, hereinafter referred to as "Fiscal Agent."

RECITAL

WHEREAS, The City of Portland, hereinafter referred to as "Grantor," has or will enter into a grant agreement (grant agreement number _____) with Grantee on the ___ day of March, 2008 to create an off street site for day laborers seeking work at informal sites in the Central Eastside of Portland, Oregon, and

WHEREAS, The Grantee shall maintain a day labor hire site at 240 NE Martin Luther King Boulevard, Portland, Oregon, or at other location(s) designated and agreed upon by Grantor and Grantee, and

WHEREAS, The duration of the grant shall be from the execution of the grant agreement until December 31, 2009, and

WHEREAS, The total amount to be paid by the Grantor to the Grantee under this grant is the sum of \$200,000.00 pursuant to a payment schedule as set forth in the grant agreement, and

WHEREAS, Grantor requires Grantee to have a Fiscal Agent to hold and disburse grant funds to the Grantee pursuant to the terms of the grant agreement, and

WHEREAS, Grantee and Fiscal Agent have had a long and constructive working relationship and Fiscal Agent is willing to continue its support of Grantee, and

WHEREAS, Grantee is required by the Grantor and grant agreement to form a tax-exempt organization and to apply for a tax exempt status with the Internal Revenue Service, and

WHEREAS, The Fiscal Agent shall act as agent pursuant to the grant application until such time as the Grantee has obtained a favorable advanced ruling from the Internal Revenue Service as to its tax exempt status, and

WHEREAS, The parties intend for the City of Portland (Grantor) to be third party beneficiary of this Fiscal Agency Agreement, and

WHEREAS, A copy of the grant application and addenda thereto hereinafter referred to as the "grant agreement" is attached hereto and marked Exhibit "A."

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE FISCAL AGENT AND THE GRANTEE AS FOLLOWS:

- 1) Fiscal Agent shall receive directly from the Grantor all funds paid for Grantee pursuant to the grant agreement.
- 2) The Fiscal Agent shall establish and maintain a separate banking account or accounts in the name of Grantee and establish it under the Taxpayer ID Number of Grantee. This account shall be separate from any other parish accounts that Fiscal Agent may maintain for its parish activities, dining hall, etc.
- 3) All financial records, including bank statements, cancelled checks, deposits, withdrawals or transfers on this separate account shall be mailed to or delivered to Fiscal Agent at its business address of St. Francis Church, 1131 SE Oak Street, Portland, OR 97214.
- 4) Fiscal Agent shall have sole and exclusive control over administration of funds from the account as paid by the Grantor for as long as it is the Fiscal Agent pursuant to the terms of this Fiscal Agency Agreement and the grant agreement. Fiscal Agent shall disburse funds for purposes within the specifications of the grant as requested by Grantee in its reasonable discretion.
- 5) Fiscal Agent shall not disburse any funds to the Grantee or to any agent, vendor or sub-contractor or employee of the Grantee without first receiving a written request for the disbursement from the Grantee itemizing the nature and the amount of the grant and attaching any invoice or work order for the requested amount of the disbursement.
- 6) The Fiscal Agent shall hold all funds received from the Grantor pursuant to the Grant agreement as restricted funds to be distributed to the Grantee, its subcontractors, vendors and agents only for expenses related to Grantee's performance of the grant agreement.
- 7) Any disbursement from the bank account established by the Fiscal Agent to the Grantee or on behalf of the Grantee pursuant to the grant application shall require the dual signature of Fiscal Agent and the President and/or Secretary of Grantee.
- 8) At its sole discretion, the Fiscal Agent may subcontract and/or hire a qualified and competent bookkeeper and /or accountant to monitor, maintain and process a bank account including disbursements and shall maintain records including but not

limited to any payroll records of Grantee for employees of Grantee for work specifically performed under the grant agreement.

9) At its sole discretion, Fiscal Agent shall hire an accountant or other qualified professional to prepare an independent annual review of the Grantee as required by the grant agreement.

10) The Grantee agrees to pay Fiscal Agent the sum of \$500.00 per month for Fiscal Agent to discharge all of its duties under this agreement and the grant agreement. In the event that the above monthly payment is insufficient to pay for all of Fiscal Agent's out of pocket expenses, then the parties to this agreement agree to negotiate in good faith the reimbursement of Fiscal Agent's out of pocket expenses at that time.

11) Grantee shall file for a non-profit organization with the Oregon Secretary of State's office within 30 days from execution of this agreement and provide Fiscal Agent with copies of the Articles of Incorporation, Bylaws, and Organizational Minutes of this non-profit corporation.

12) Grantee shall apply with the Internal Revenue Service for status as a 501(c)3 or other tax exempt entity within 60 days of the execution of this agreement and provide Fiscal Agent with a copy of the Form 1023 or other application and all correspondence with the IRS for tax exempt status filed with the Internal Revenue Service.

13) Grantee shall use its best efforts to obtain a favorable advance ruling of its tax exempt status from the Internal Revenue Service within six months from the date of this agreement.

14) Grantee shall keep Fiscal Agent informed of the status of its application for tax exempt status and shall immediately notify Fiscal Agent and Grantor of approval or denial of its application for tax exempt status.

15) Within thirty (30) days of Grantee's notifying Fiscal Agent that Grantee has received a favorable advance ruling of its tax exempt status, Fiscal Agent shall release any funds held by Fiscal Agent to Grantee, and Fiscal Agent's duties and responsibilities pursuant to this Fiscal Agency Agreement shall terminate. The Fiscal Agent shall notify Grantor of this termination.

16) Grantee agrees to comply with all rules, regulations and statutes as a non-profit corporation of the Oregon statutes and regulations as well as filing all documents with the State of Oregon Department of Justice for non-profit corporations and all reports and records and also with the Internal Revenue Service for tax exempt entities and to maintain its status as a non-profit corporation in good standing with both the State of Oregon and the Internal Revenue Service during the duration of this fiscal agreement.

17) Grantee shall notify Fiscal Agent of any transfer or change of Grantee's site manager. Furthermore, Grantee shall not change the site manager of the day laborer site without first consulting with Fiscal Agent.

18) During the term of this fiscal agency, Fiscal Agent shall have the right to review, inspect and audit all records of the Grantee which relate to Fiscal Agent's duties under the Grant Agreement.

19) In addition to the evidence of insurance required to be provided to Fiscal Agent pursuant to section 23 below, Grantee shall furnish to Fiscal Agent insurance certificate(s) and endorsement(s) acceptable to Fiscal Agent prior to executing the grant agreement with the Grantor, naming St. Francis Church, its officers, employees, agents, volunteers and parishioners as additional insureds on such insurance, but only with respect to the Grantee's work to be provided under the grant agreement. The endorsement(s) also shall state that the insurance is primary and not contributing with any insurance or self-insurance of the Fiscal Agent. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

20) Grantee shall hold harmless, defend and indemnify Fiscal Agent, its officers, agents, employees, volunteers and parishioners, against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from Grantee's performance, or that of any of Grantee's agents or contractors under this grant agreement.

21) Fiscal Agent may terminate this agreement upon giving 30 days' written notice to Grantee for any material breach by the Grantee under the terms of this agreement or failure to perform its duties under the grant agreement.

22) This Fiscal Agency Agreement shall be construed in accordance with the laws of the State of Oregon.

23) Grantee shall provide Fiscal Agent with copies of all insurance policies and/or certificates required by the grant agreement to be provided by the Grantee to the Grantor, including any fidelity bond insurance

24) Fiscal Agent shall design and implement in coordination with VOZ staff a comprehensive accounting system, including the design of a charter that accounts to facilitate tracking of receipts and the use of restricted government funds.

25) Fiscal Agent shall prepare monthly financial statements, including balance sheet statements of activities and reports tracking receipt and use of restricted funds and shall, upon request of the Grantor, disclose and provide such financial information to Grantor as requested.

26) Grantee agrees that Fiscal Agent shall have all rights of the Fiscal Agent pursuant to paragraph W of the scope of work set forth in Exhibit "A" of the grant agreement and Fiscal Agent agrees to comply with these terms of the paragraph W of the scope of work and to perform such duties.

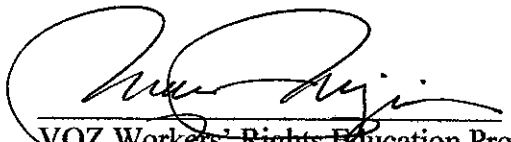
27) The parties agree that the City of Portland Grantor is a third party beneficiary and has the right to enforce the terms of this Fiscal Agent Agreement.

28) The failure of either party to enforce any provision of this agreement shall not constitute a waiver by such party of that or any other provision.


29) THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

30. This agreement shall become effective on the date that the grant agreement becomes effective.

WHEREFORE the parties have set their signatures on the date set forth below.

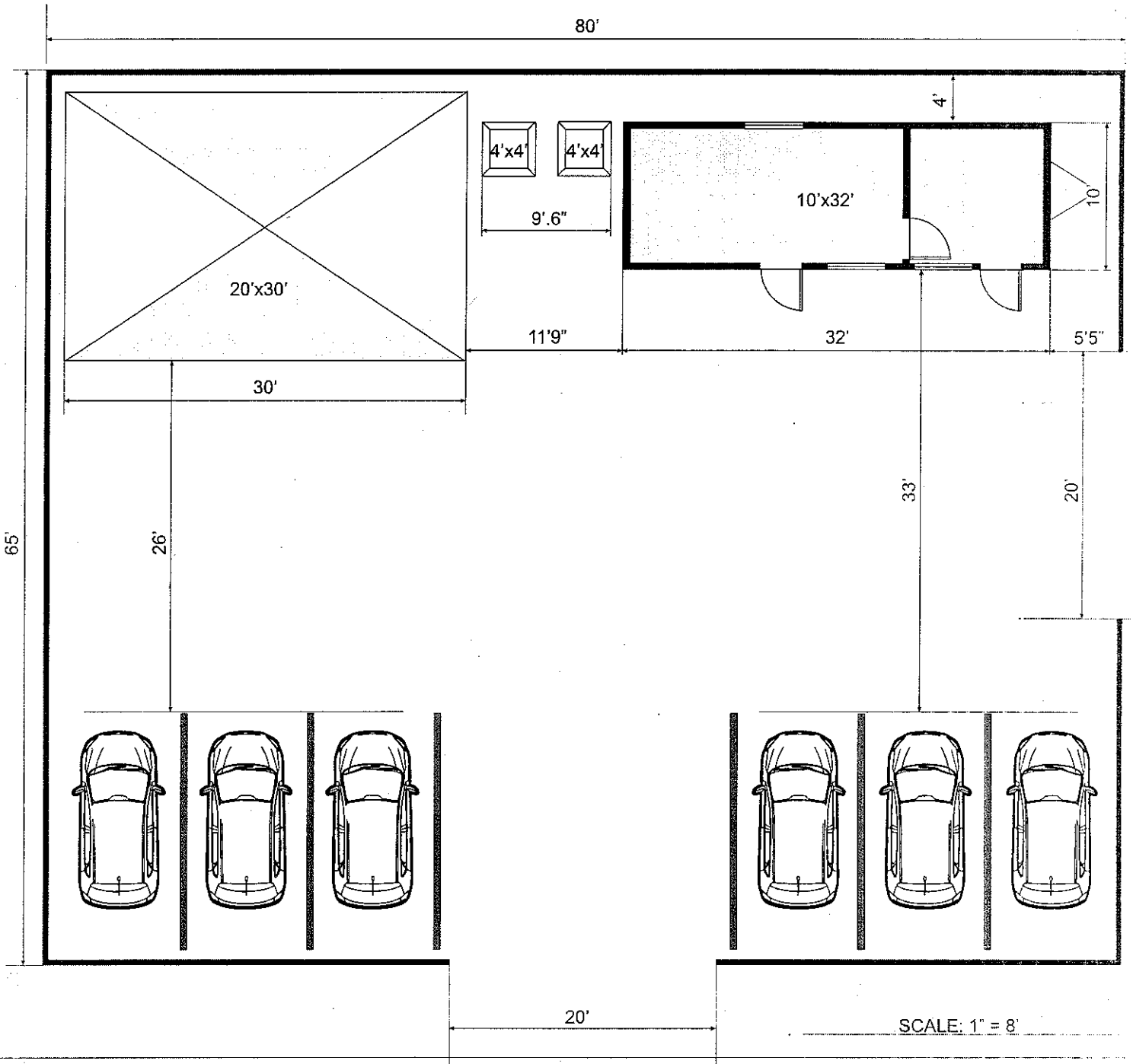
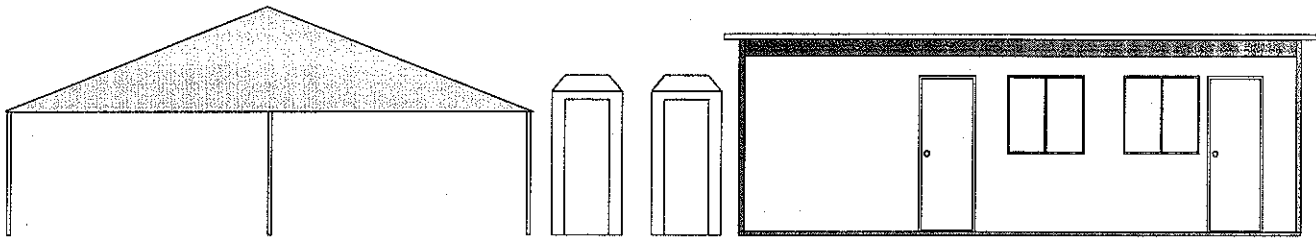

VOZ Workers' Rights Education Project
Grantee
By MARCO MEJIA President

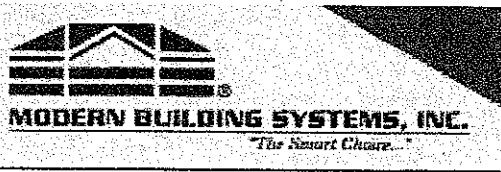
02-26-08
Date


St. Francis of Assisi Church
Fiscal Agent
By Valerie E. Chapman
Title Pastoral Administrator

02-26-08
Date

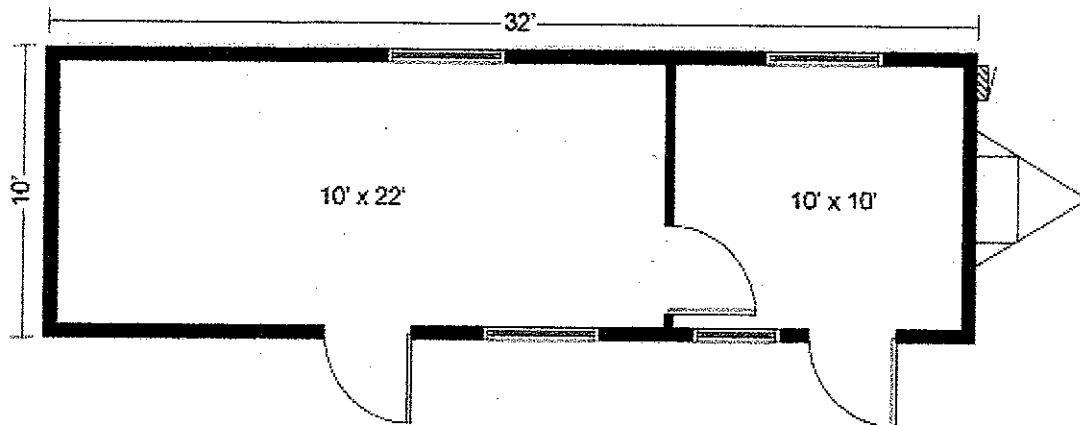
Exhibit F





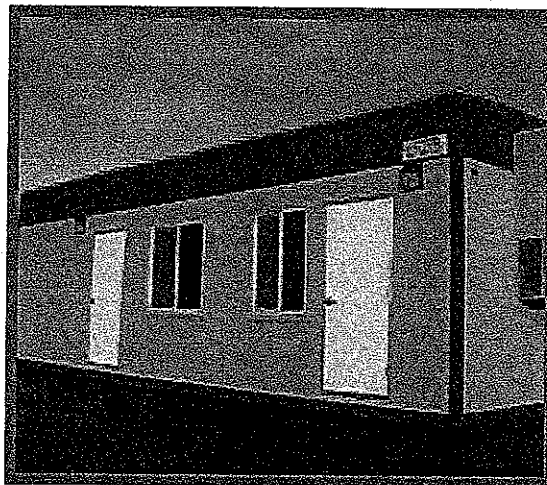
10 x 32 Office

Toll Free: 800.682.1422



General Specifications:

- All trailer dimensions are ADA compliant
- Bow truss
- Suspended T-grid ceiling with fluorescent lights
- Exterior hollow core metal door with entrance lever handle
- T1-11 siding
- Heating and air conditioning
- VC tile flooring



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WORKCENTER SITE BUILDING PLAN

One Mobile office trailer size 10'x32'

Purchase Price	\$ 8,900.00
Delivery	\$ 430.00
Aluminum Stairs	\$ 950.00
Tie Dows	\$ 800.00
Skirting	\$ 1,800.00
	\$12,880.00 Total

One Tent size 20'x30'

1 20x30 Canopy on 7' Legs	\$ 2,250.00
10 Upgrade to 2'' Legs	\$ 102.00
10 Stakes W/Tie Down Ropes	\$ 175.00
	\$ 2,527.00 Total.

Total Cost for Mobile Office and Tent \$ 15, 407.00

Trailer for Voz

Description:	10x32	10x32
	2 room	Unit# 200
		1996
Monthly Lease Rates, 12m term	\$ 260.00	
Delivery, Block/Level	\$ 230.00	\$430 incl. material
Purchase Price		\$ 8,900.00
Aluminum Stairs		\$ 950.00
Tie Downs		\$ 800.00
Skirting		\$ 1,800.00

****Notes:**

Pricing based upon a firm, level and truck accessible site.
 Permits, fees, etc. other than those required for manufacturing and transportation by others.
 MBS typically responds to service related calls in less than 24 hours.
 Proposal includes j-boxes and raceways in walls for phone/data wiring by others.
 Pricing is good for (30) days
 Lease pricing includes stairs at exit doors
 All on site labor is quoted as non-prevailing wages
 Utility extension and their connections by others

