

East Portland Action Plan 2010 - 11 Grant Funded Projects

<u>Fiscal Sponsor</u>	<u>Agency + Action Item</u>	<u>Project</u>	<u>Award</u>
Organizing People Activating Leaders (OPAL)	OPAL: T.1.1; T.7.4; CB2.2; CB.3.1; and CB.6.2.	East Portland Transit + Health Equity Project will: hire organizing staff and provide materials to build capacity within East Portland's low-income communities of color around identifying, assessing and prioritizing transit issues, including priorities around improvements to existing transit stops, and establishing an inclusive East Portland transit committee to better advocate for community needs.	\$4,100
Asian Pacific American Network of Oregon (APANO)	APANO: L.2; L.4; CB.1.1 + .2 + .3 + .5; CB.2.1 + .3; CB.3.1 + .2 + .3; CB.4.4; and CB.6.2.	2011 Youth Advocacy Institute will: close the gap between youth from diverse Asian and Pacific Islander backgrounds to build empowerment through awareness, education, and community building; encourage involvement in schools and their community; establish a year-round asset building youth development program to culminate in a youth-driven film festival taking place at the East Portland Exposition by providing facilitators, materials, food, and training.	\$4,612
Portland Youth Builders (PYB)	PYB: P.2.4; EC.3.1; EC.3.2; and CB.5.1.	Fields-To-Forks will: address health and food security needs of East Portland students and their families by having students experience local food production at multiple stages – farm practices, healthy food cooking lessons, and food industry job skill development supported through student stipends reinforcing work-readiness skills, purchase of a refrigerator/freezer, and project supplies.	\$4,427

Parkrose Youth Activities Fund	Parkrose Community Foundation: P.2.4; EC.3.1; EC.3.2; and CB.5.1.	Sowing Seeds will: provide a project manager, signage, marketing, website, hand tools, seeds, fertilizer, an awning, water meter, and water for community garden space, gardening classes, produce distribution, free supper and produce distribution for low-income community members, and an Open House harvest celebration.	\$4,378.00
Center for Intercultural Organizing	Bhutanese Refugee Community: P.1.3; EC.4.2; CB.1.2; CB.3.3; CB.4.4; and CB.5.1.	Building Cultural Bridges: A Resettlement Video for Immigrants will: address the issues faced by Bhutanese community immigrants to engage them in inter-generational dialogue and reflection by creating a skill-building environment to empower youth and involve them with their larger community through the production of a video that will provide a concrete visual aid to help future immigrants transition. A Portland Film Project Coordinator, Refugee Community Coordinator and Translator, and Youth Group Advisor will organize community-lead dialogues around new Portlander issues and provide materials, snacks, and bus tickets for David Douglas High School Bhutanese students to be trained by a PCM trainer in a series of workshops that will produce film and DVDs that serve as a visual aid to provide navigation through identified elements of American/Portland culture – passing on concrete skills and reflection.	\$4,445.00
Ukrainian Community Center of Washington	Slavic Community Center: CB.1.5; CB.2.3; and CB.6.2.	Learn, Get involved and Succeed in your community will: use Asset Based Community Development to provide culturally and language specific instructors in intergenerational education and assistance to the underserved Slavic speaking population residing in East Portland through classes to learn English; apply for American citizenship; register to vote; and participate in lobbying, advocacy, partnerships, and with other communities and government.	\$4,500

El Programa Hispano of Catholic Charities	Fir Ridge Campus Community Learning Center: EC.4.2; EC.4.3; EC.3.2; EC.4.2; L.2.1; SN.6.3; CB.4.1 + .2; and CB.4.2.	Growing Entrepreneurs: Multiplying Vegetables into Job Skills will: increase the academic success of students lacking math credits, help them to develop entrepreneurial skills, promote healthy eating choices, and increase community involvement through a 6-week program focusing on math, gardening, and small business development with the support of a Cooking/Entrepreneurship Class Instructor.	\$2,576.00
Mt. Hood Aquatics (MHA)	MHA: L.2.5; P.1.3; and EC.4.2.	Expand Swimming Lessons at David Douglas High School will: expand FREE swimming lessons for free or reduced lunch eligible youth across East Portland to be offered at David Douglas High School pool with a minimum of 300 lessons. The drop-in lessons 'keep it simple' and accommodate parents' fluctuating work schedules and transportation issues. The lessons provide part-time jobs for East Portland teenagers in a safe environment, while building skills for future employment.	\$2,076
Parkrose United Methodist Church	Parkrose Heights Community Garden: CB.1.2; CB.1.5; CB.4.1 +.2; and CB.5.1.	Parkrose Heights Community Garden will: develop and complete the community gathering space within the garden, fund 2011 garden expenses, and establish a strategic plan for long-term financial sustainability by funding materials, education, and water.	\$2,278.00

Northwest Housing Alternatives (NHA)	NHA: CB.1.2; CB.1.5; CB.4.1 +.2; and CB.5.1.	Northwest Housing Alternative's Springwater Commons 'Subotnik' will: provide materials needed to work with Resident Services and the Springwater Commons affordable housing Homework Club families to unite for the common good of their home and their East Portland community by joining to help restore Springwater Common's bioswale, incorporate environmental stewardship into the curriculum for the Homework Club, and establish the neighborhood clean-up and beautification of the area as an annual community building event.	\$500
East Portland Neighbors	Glenfair Neighborhood Association: PS.5.2; PS.1.3; PS.5.3 + .4; PS.6.1 + .4; CB.4.3; T.1.6 + .7; CM.1.1; and CM.2.2.	MAXaction will provide: equipment for Foot Patrol and Clean-up Crew volunteers who will address MAX station area safety and cleanliness issues that were established as priorities through 1,000 survey responses.	\$524.00
East Portland Neighbors	Centennial Community Association: CB.1.5; CB.3.1; and CB.6.2.	Community Organizing-Americorp will provide: partial AmeriCorps match funds, materials, and event supplies to support a position to do Asset Based Community Development in the Centennial Community Association's neighborhood by facilitating and connecting neighbors to identify, plan, and implement activities that make their neighborhood a better place to live.	\$2,800
East Portland Neighbors	East Portland Neighbors: CB.5.3; and CB.1.1 + .2. .4.	RSS Feed for the East Portland Neighborhood Office Webpages will provide: personnel to establish an RSS feed which will support communications to all East Portland Neighborhood Coalition members and affiliates for use on the shared webpage. It will allow each website administrator to subscribe and post various web feeds, thus providing up-to-the-date information, and visibility to East Portland events and news.	\$742

East Portland Neighbors	East Portland Neighbors: PS.4.3 and PS.4.4.	East Portland Graffiti Clean-up will provide: supplies and a stipend for the Integrated Sustainability Coordinator to oversee and expand East Portland monthly – quarterly graffiti clean-up in 10 additional neighborhoods, with their own graffiti coordinators.	\$4,043.60
East Portland Neighbors	The Iraqi Society of Oregon (IQSOR): CB.2.3; CB.1.3 + .5; CB.3.3; and CB.6.2.	Social Adjustment and Integration of Iraqi Population in East Portland will provide: personnel, materials, event support, and participant support to build a psychosocial framework to engage Iraqi refugees and include them as active residents in East Portland through three elements: cultural orientation; tools for healthy psychosocial adjustment; and meeting other populations to build integration and intercultural exchange.	\$4,100
East Portland Neighbors	Powellhurst-Gilbert Neighborhood Association: CB.1.3 and CB.1.2.	General Support for the East Portland Exposition will provide: event related materials for the two-day East Portland Exposition, which brings together a Multicultural Share Fair, community resources, Movies In the Park, and Sunday Parkways to provide celebration and broad visibility of East Portland strengths city-wide.	\$4,100
East Portland Neighbors	Powellhurst-Gilbert Neighborhood Association: CB.1.3 and CB.1.2.	Multicultural Share Fare (A component of the East Portland Exposition) will provide: event related materials for the two-day East Portland Exposition, which brings together a Multicultural Share Fair, community resources, Movies In the Park, and Sunday Parkways to provide celebration and broad visibility of East Portland strengths city-wide.	\$4,100

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GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Organizing People/Activating Leaders in an amount not to exceed \$4,100.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Organizing People/Activating Leaders** with an allocation of \$4,100.00.

This project addresses the following EPAP items: T.1.1 Develop prioritized list for improvements to existing transit stops; T.7.4; CB2.2; CB.3.1; and CB.6.2.

Organizing People/Activating Leaders East Portland Transit and Health Equity Project will: hire organizing staff and provide materials to build capacity within East Portland's low-income communities of color around identifying, assessing and prioritizing transit issues, including priorities around improvements to existing transit stops, and establishing an inclusive East Portland transit committee to better advocate for community needs.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

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To be provided through **Organizing People/Activating Leaders East Portland Transit and Health Equity Project:**

- A list of needed improvements to existing transit stops in East Portland, primarily within the Lents, Powellhurst-Gilbert and Hazelwood neighborhoods
- Establish an EPAP integrated transit committee to prioritize and advocate for transit projects benefiting East Portland residents
- Hold leadership and civic engagement programs for East Portland stakeholders to build capacity for increased public participation in transit advocacy
- Develop survey instruments and tools for community conversations
- Develop and implement outreach programs to residents typically underrepresented in East Portland neighborhood associations to assess and prioritize transit issues
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Organizing People/Activating Leaders** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 1. A final written report outlining project accomplishments due by December 31, 2011, including:

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- a. Dated meeting sign-in attendance sheets, expense receipts, and a completed **"2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM"** including pictures.
- b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of **\$4,100.00** upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

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2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to; the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder.

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GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.

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GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

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- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

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W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

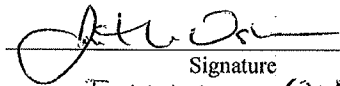
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): OPAL
 Address: 2407 SE 49th AVE, PORTLAND OR 97206
 Employer Identification Number (EIN) 20-2782595
 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
JONATHAN OSTER
 Name
CO-DIRECTOR
 Title

2/3/11
 Date

EXHIBIT B

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
Date

Approved as to form

by City Attorney: **APPROVED AS TO FORM**_____
Office of City Attorney_____
DateApproved
by City Auditor:_____
Office of City Auditor_____
Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 13 2006

OPAL
PO BOX 4642
PORTLAND, OR 97208

Employer Identification Number:
20-2782595
DLN:
17053333058015
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
AUGUST 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
FEBRUARY 3, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
AUGUST 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

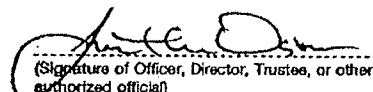
Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐
- 6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive** ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent to extend the period of limitations upon assessment of tax under Section 4940 of the Internal Revenue Code.

For Organization

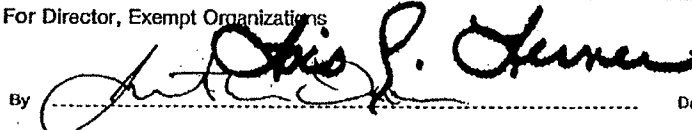

(Signature of Officer, Director, Trustee, or other authorized official)

JONATHAN OSTAR
(Type or print name of signer)

11/10/05
(Date)

CO-DIRECTOR
(Type or print title or authority of signer)

For Director, Exempt Organizations

By 

SEP 13 2006

Date 11/10/05

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☒ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☐ D. Labor or services are performed only pursuant to written contracts;
 - ☒ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. N/A Required and attached or Waived by City Attorney : DJA please waive

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DJA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

184430



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/20/2010

PRODUCER Rhodes Insurance Agency 2202 Cove Avenue #C P.O. Box 668 La Grande OR 97850 (541) 963-3212		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 Opal Organizing People- Activating Leaders 2407 SE 49th Avenue Portland OR 97206-		INSURERS AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 INSBD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2010-23147	04/21/2010	04/21/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions.

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

CERTIFICATE HOLDER

CANCELLATION

AI 000210

City of Portland City Auditor Office 1221 SW 4th Avenue Portland OR 97204-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mark D. Rhodes</i>
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Asian Pacific American Network of Oregon in an amount not to exceed \$4,612.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Asian Pacific American Network of Oregon** with an allocation of \$4,612.00.

This project addresses the following EPAP items: L.2 Increase Availability of youth-focused programs; L.4; CB.1.1 + .2 + .3 + .5; CB.2.1 + .3; CB.3.1 + .2 + .3; CB.4.4; and CB.6.2.

Asian Pacific American Network of Oregon 2011 Youth Advocacy Institute will: close the gap between youth from diverse Asian and Pacific Islander backgrounds to build empowerment through awareness, education, and community building; encourage involvement in schools and their community; establish a year-round asset building youth development program to culminate in a youth-driven film festival taking place at the East Portland Exposition by providing facilitators, materials, food, and training.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

EXHIBIT C

To be provided through **Asian Pacific American Network of Oregon 2011 Youth Advocacy Institute:**

- Recruit and sustain a network of East Portland Asian/Pacific Islander (API) youth who need additional assets to succeed in family, school, and the workforce
- Shape the year-round asset building youth development program with the direction of a planning committee of API high school youth from East Portland Schools
- Create safe space where, through a train-the-trainer model, youth can address social exclusion, positive identity development, and build long-term relationships to support them in increased civic involvement
- A youth-driven film festival at the East Portland Exposition
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Asian Pacific American Network of Oregon** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
1. A final written report outlining project accomplishments is due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a

EXHIBIT C

completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.

- b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,612.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 - 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 - 2. During the 30 day period, GRANTEE shall not spend unused grant funds.

EXHIBIT C

3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

EXHIBIT C

G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by

EXHIBIT C

GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain

EXHIBIT C

an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.

- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT C

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print):

Address:

Employer Identification Number (EIN)

80-025 285 0

City of Portland Business License #

Citizenship: Nonresident alien ☐ Yes ☐ No

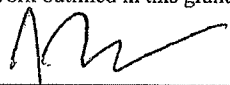
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ 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
 Rev. Joseph Santos-Lyons
 Name
 Coordinator
 Title

1/31/11
 Date

EXHIBIT C

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director Date

Approved as to form
by City Attorney:

APPROVED AS TO FORM

Amelia Morris
CITY ATTORNEY

2/11/2011

Office of City Attorney Date

Approved
by City Auditor:

Office of City Auditor Date

184430

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 8 2010**

ASIAN PACIFIC AMERICAN NETWORK OF
OREGON
PO BOX 6552
PORTLAND, OR 97208

Employer Identification Number:
80-0252850
DLN:
17053180338020
Contact Person:
MS. MEDINA ID# 52444
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
August 22, 2008
Contribution Deductibility:
YES
Addendum Applies:
YES

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

ASIAN PACIFIC AMERICAN NETWORK OF

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

184430

ASIAN PACIFIC AMERICAN NETWORK OF

Pursuant to section 301.9100-2 of the Income Tax Regulations, an extension of the filing period fixed by section 1.508-1(a)(2) of the regulations has been granted. Accordingly, the organization's exemption under section 501(c)(3) of the Code will be effective from August 22, 2008, the date your organization was formed.

Letter 947 (DO/CG)

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature

Date

Entity

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☒ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☒ D. Labor or services are performed only pursuant to written contracts;
 - ☒ E. Labor or services are performed for two or more different persons within a period of one year; or

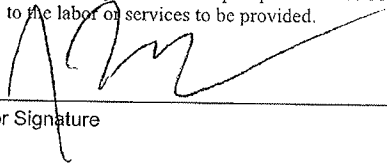
184430

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

Contractor Signature

Date

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



Contractor Signature

Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. Required Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. _____ Required and attached or Waived by City Attorney : DK see waiver request

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DK

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

184430

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

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

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

PRODUCER Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209	CONTACT NAME: Cleonie Nathanielsz PHONE (A/C No. Ext): (503) 227-0491 FAX (A/C No.): (503) 227-0927 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00009480																					
INSURED Asian Pacific American Network of Oregon PO Box 6552 Portland	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Alliance of Nonprofits for Ins</td><td></td><td></td></tr><tr><td>INSURER B: SAIF</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Alliance of Nonprofits for Ins			INSURER B: SAIF			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B: SAIF																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

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

APPROVED AS TO FORM
Inda Meng
CITY ATTORNEY *OK*

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

The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies due to non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

East Portland Action Plan Advocate
Office of Neighborhood Involvement
East Portland Neighborhood Office
1017 NE 117th Ave
Portland, OR 97220

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

AUTHORIZED REPRESENTATIVE

C Nathanielsz/CLEONI

Wintergreen, Lore

From: Joseph Santos-Lyons [jsantoslyons@apano.org]

Sent: Wednesday, February 02, 2011 4:47 PM

To: Wintergreen, Lore

Subject: Automobile Rider

To the City of Portland,

The APANO Youth Advocacy Institute project will not involve any automobile transportation.

Rev. Joseph Santos-Lyons, Coordinator [calendar]

Asian Pacific American Network of Oregon

O: 503-512-0274 | M: 503-512-0490 | www.apano.org

Would you speak out for your community? Be a Legislative Captain!

2/2/2011

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Portland Youth Builders** in an amount not to exceed \$4,427.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Portland Youth Builders** with an allocation of **\$4,427.00..**

This project addresses the following EPAP items: P.2.4 Expand community gardens throughout East Portland parks; continue partnerships with farmers markets and Oregon Food Bank; EC.3.1 Identify and develop strategy to remove barriers to small business development in East Portland; EC.3.2; and CB.5.1.

Portland Youth Builders Field-To-Forks will: address health and food security needs of East Portland students and their families by having students experience local food production at multiple stages – farm practices, healthy food cooking lessons, and food industry job skill development supported through student stipends reinforcing work-readiness skills, purchase of a refrigerator/freezer, and project supplies.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following

actions and/or spend grant funds in the following way:

To be provided through **Portland Youth Builders Field-To-Forks**

- Students will work at Zenger Farm to build garden beds, plant seeds, weed, water, and harvest during the week
- A crew of 8 – 12 students will work at various farmers markets on weekends
- Students will meet with nutritionists to choose produce donated for school lunches
- On Mondays, volunteer chefs will help students to cook a healthy meal for 120 individuals including students and their immediate families
- Students will present what they learned to their peers and Portland Youth Builder staff
- Students will be overseen by the Portland Youth Builder Sustainability Manager, and coordinated by a VISTA volunteer who will also develop partnerships and resources for long-term continuation of Fields-To-Forks.
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Portland Youth Builders Field-To-Forks** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed “**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**” including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City’s financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

1. A final written report outlining project accomplishments is due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of **\$4,427.00**. upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a

EXHIBIT D

current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The

EXHIBIT D

insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

EXHIBIT D

- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT D

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Portland Youth Builders

Address: 4816 S.E. 92nd Ave PORTLAND OR 97266

Employer Identification Number (EIN) 94-3123483

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:

Tom DeL Savid

 Signature
Tom DeL Savid

 Name
DIRECTOR OF DEVELOPMENT

 Title

2/1/2011

 Date

EXHIBIT D

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Date

Approved as to form
by City Attorney:

APPROVED AS TO FORM

Amalia Alarcón de Morris
CITY ATTORNEY *PH*

Office of City Attorney

Date

2/11/2011

Approved
by City Auditor:

Office of City Auditor

Date

Internal Revenue Service

District
DirectorPortland Youthbuilders
5432 N. Albina Ave.
Portland, Or. 97217

Department of the Treasury

P.O. Box 2350, Los Angeles, Calif. 90053

Person to Contact: J. Teague

Telephone Number: (213) 894-2336

Refer Reply to: EO (0306) 96

Date: March 26, 1996

EIN: 94-3123483

Dear Taxpayer:

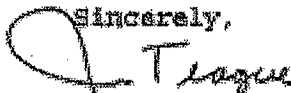
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate this organization was recognized to be exempt from Federal Income Tax in February 1995 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in February 1995 continues to be effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,

J. Teague
Disclosure Assistant

Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">W-9</h2> <h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Portland YouthBuilders		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other Nonprofit Cor <input type="checkbox"/> Exempt from backup withholding		
Address (number, street, and apt. or suite no.) 4816 SE 92nd Avenue		Requester's name and address (optional)
City, state, and ZIP code Portland, OR 97266		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and		
3. I am a U.S. person (including a U.S. resident alien).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)		
Sign Here	Signature of U.S. person <i>Petra Nomina</i>	Date <i>7/1/09</i>
Purpose of Form A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),		
2. Certify that you are not subject to backup withholding, or		
3. Claim exemption from backup withholding if you are a U.S. exempt payee.		
In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
For federal tax purposes, you are considered a person if you are:		
<ul style="list-style-type: none"> • An individual who is a citizen or resident of the United States, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or • Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information. 		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
<ul style="list-style-type: none"> • The U.S. owner of a disregarded entity and not the entity, 		

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature Tom Duque Date 2/1/2011 Entity PORTLAND YOUTH BUILDERS

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

-
2. TDS Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. TDS Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. TDS Required and attached or Waived by City Attorney : X pk

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE

**CERTIFICATE HOLDER:**

CITY OF PORTLAND
ATTN: LORE WINTERGREEN
EAST PORTLAND NEIGHBORHOOD OFFICE
1017 NE 117TH AVENUE
PORTLAND, OR 97220

APPROVED AS TO FORM

Inda Henry
CITY ATTORNEY PH

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
913534	01/01/2011 to 01/01/2012	02/02/2011

INSURED:

PORTLAND YOUTHBUILDERS COALITION
4816 SE 92ND AVE
PORTLAND, OR 97266-2723

BROKER OF RECORD:

J D FULWILER & COMPANY INC
PO BOX 69508
PORTLAND, OR 97239-0505

LIMITS OF LIABILITY:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	each employee
Body Injury by Disease	\$500,000	policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:**IMPORTANT:**

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE

Brenda JP Reddick

President and CEO

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2011

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	CONTACT NAME: Dana Rheault PHONE (A/C, No, Ext): (503) 293-8325 FAX (A/C, No): (503) 293-5418 E-MAIL ADDRESS: drheault@jdfulwiler.com PRODUCER CUSTOMER ID #: 00049258														
INSURED Portland YouthBuilders 4816 SE 92nd Portland OR 97266	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: American Alternative Ins Corp</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> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Alternative Ins Corp		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: American Alternative Ins Corp															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 10/11 GL, AL, XS

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2CA2CP0000003-00	10/1/2010	10/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APPROVED AS TO FORM <i>[Signature]</i> CITY ATTORNEY </div>						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	X		2CA2CA0000002-00	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		2CA2FF0000002-00	10/1/2010	10/1/2011	Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> EXCESS LIAB						Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						EACH OCCURRENCE \$ 1,000,000
	RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				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 \$

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

The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions

CERTIFICATE HOLDER

CANCELLATION

lore.wintergreen@portlando

City of Portland
 East Portland Neighborhood Office
 Attn: Lore Wintergreen
 1017 NE 117th Avenue
 Portland, OR 97220

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

AUTHORIZED REPRESENTATIVE

Dana Rheault/DANA

ACORD 25 (2009/09)

INS025 (200909)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

2. If this policy has been in effect for:

- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
- b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
 - (4) Failure to comply with reasonable loss control recommendations;
 - (5) Substantial breach of contractual duties, conditions or warranties;
 - (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or

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

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

- (1) A package policy that includes commercial property and commercial liability insurance;
- (2) Commercial Automobile Coverage Part;
- (3) Commercial General Liability Coverage Part;
- (4) Commercial Property Coverage Part - Legal Liability Coverage Form;
- (5) Commercial Property Coverage Part - Mortgageholders Errors And Omissions Coverage Form;
- (6) Employment-related Practices Liability Coverage Part;
- (7) Farm Coverage Part - Farm Liability Coverage Form;
- (8) Liquor Liability Coverage Part;
- (9) Products/Completed Operations Liability Coverage Part; or
- (10) Medical Professional Liability Coverage Part.

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

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

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

7. Number Of Days' Notice Of Cancellation:

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

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

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

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

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

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

1. Nonrenewal

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

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

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

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

2. Mailing Of Notices

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

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

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

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Parkrose Youth Activities Fund/Parkrose Community Foundation** in an amount not to exceed \$4,378.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Parkrose Youth Activities Fund/Parkrose Community Foundation** with an allocation of \$4,378.00.

This project addresses the following EPAP items: P.2.4 Expand community gardens throughout East Portland parks; continue partnerships with farmers markets and Oregon Food Bank; EC.3.1 Identify and develop strategy to remove barriers to small business development in East Portland; EC.3.2; and CB.5.1.

Parkrose Youth Activities Fund/Parkrose Community Foundation Sowing Seeds will: provide a project manager, signage, marketing, website, hand tools, seeds, fertilizer, an awning, water meter, and water for community garden space, gardening classes, produce distribution, free supper and produce distribution for low-income community members, and an Open House harvest celebration.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **Parkrose Youth Activities Fund/Parkrose Community Foundation**
Sowing Seeds

- Outreach to approximately 32 East Portland area churches to offer access to land and enrollment in the program with a goal of 16 enrollees
- Rossi Farms will provide farmland, irrigation infrastructure, classroom space, produce and tool storage, heavy equipment use, and industry contacts and expertise
- Produce will be served free at community suppers at St Rita and St. Vincent DePaul will distribute food to their clients
- One to three hour long classes per week to teach people gardening from preparing the site through harvesting, with partnership of a paid master gardener
- An Open House using garden produce for refreshments will be held during the harvest season to honor all involved
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Parkrose Youth Activities Fund/Parkrose Community Foundation** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

1. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,100.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the

EXHIBIT E

effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.

EXHIBIT E

- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The

EXHIBIT E

coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

EXHIBIT E

- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT E

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

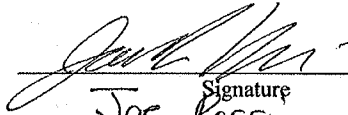
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Joe Rossi
Address: 3839 NE 122nd Ave
Employer Identification Number (EIN) 56-2519347
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
Joe Rossi
Name
President
Title

2-3-11
Date

EXHIBIT E

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

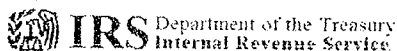
Amalia Alarcón de Morris, Director_____
DateApproved as to form
by City Attorney:

APPROVED AS TO FORM

Amela Meng
CITY ATTORNEY *DM*

SUBJECT TO INSURANCE APPROVAL

Office of City Attorney_____
Date*2/11/11*Approved
by City Auditor:_____
Office of City Auditor_____
Date



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

184430

In reply refer to: 0248567569
Nov. 03, 2010 LTR 4168C E0
56-2519347 000000 00

00016748

BODC: TE

PARKROSE YOUTH ACTIVITIES FUND
% NICK ROSSI
12809 SE 93RD AVE
CLACKAMAS OR 97015-5735



036318

Employer Identification Number: 56-2519347
Person to Contact: MRS. BLACK
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Oct. 25, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in JANUARY 2007.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

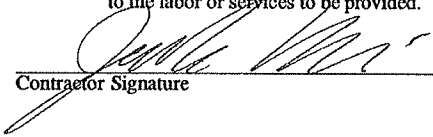

City Project Manager Signature

02.03.11
Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☒ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☒ D. Labor or services are performed only pursuant to written contracts;
 - ☒ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ☒ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.


Contractor Signature

2-3-11
Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

-
2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. _____ Required and attached or Waived by City Attorney : PH waiver request

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X PH

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

184430



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/14/2011

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	Chet Hill Insurance, Inc. 10402 NE Sandy Blvd. Portland OR 97220-3395	CONTACT NAME:	Gala Cheek	
		PHONE (A/C, No, Ext):	503-256-2020	FAX (A/C, No):
		E-MAIL ADDRESS:	gala@chethill-ins.com	
INSURED	Parkrose Community Foundation Inc 3839 NE 122nd Ave Portland OR 97230	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : IES- United States Liability Insurance		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	NBP1550701	02/07/2011	02/07/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					PRODUCTS - COMP/OP AGG \$
	SCHEDULED AUTOS NON-OWNED AUTOS					Fire Damage \$
	UMBRELLA LIAB					COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB					BODILY INJURY (Per person) \$
	DED RETENTION \$					BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						WC STATU-TORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

CITY ATTORNEY

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

For those operations usual to the named insured the Certificate holder and the City of Portland OR, its officers, agents, and employees are an additional insured per Business Owners form BP04080702

CERTIFICATE HOLDER

CANCELLATION

City of Portland OR City Hall 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

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184430

POLICY NUMBER: NBP1550701

BUSINESSOWNERS

BP 04 48 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person Or Organization:

Effective Date: 02/07/2011

City of Portland Oregon

City Hall

1221 SW 4th Avenue

Portland, OR 97204

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

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

4. Any person or organization shown in the Schedule is an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Center for Intercultural Organizing** in an amount not to exceed \$4,445.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Center for Intercultural Organizing** with an allocation of \$4,445.00.

This project addresses the following EPAP items: P.1.3 Explore partnership opportunities to create and sustain "community-center" activities at key schools; EC.4.2; CB.1.2; CB.3.3; CB.4.4; and CB.5.1.

Center for Intercultural Organizing Bhutanese Refugee Community Building Cultural Bridges will: address the issues faced by Bhutanese community immigrants to engage them in inter-generational dialogue and reflection by creating a skill-building environment to empower youth and involve them with their larger community through the production of a video that will provide a concrete visual aid to help future immigrants transition. A Portland Film Project Coordinator, Refugee Community Coordinator and Translator, and Youth Group Advisor will organize community-lead dialogues around new Portlander issues and provide materials, snacks, and bus tickets for David Douglas High School Bhutanese students to be trained by a PCM trainer in a series of workshops that will produce film and DVDs that serve as a visual aid to provide navigation through identified elements of American/Portland culture – passing on concrete skills and reflection.

EXHIBIT F

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **Center for Intercultural Organizing Bhutanese Refugee Community Building Cultural Bridges**

- David Douglas High School will be used as a safe space for gathering various members of the community together in dialogue and reflection to identify the skills that they have and skills they have learned and providing mentorship and more comfort with American culture and broader community interaction
- Exposure to East Portland neighborhoods, businesses, and community organizations
- A 45 minute film, fully translated into multiple languages, filmed, edited and directed by the Bhutanese Refugee community students and distributed directly to New Portlanders (200 DVD copies), shown at a community film screening, and placed on the internet
- A photograph of a project activity 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:** This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Center for Intercultural Organizing Bhutanese Refugee Community Building Cultural Bridges** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. **Records:** Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. **Grant Manager:** The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. **Amendment.** The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. **Billings/invoices/Payment:** The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out

EXHIBIT F

all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
1. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$4,445.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate

this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by

EXHIBIT F

GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.

- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. LIABILITY INSURANCE.
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate

to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant

EXHIBIT F

Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT F

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

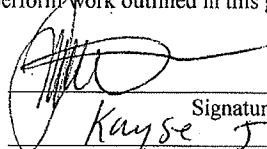
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Center for Intercultural organizing
 Address: 100 North Killingsworth Street Portland, OR 97217
 Employer Identification Number (EIN) 74-3098100
 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

Kayse Tama

Name

Executive Director

Title

02/03/2011

Date

EXHIBIT F

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director Date

Approved as to form
by City Attorney: **APPROVED AS TO FORM**

Office of City Attorney Date 2/11/11
CITY ATTORNEY

Approved
by City Auditor:

Office of City Auditor Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 13 2008

CENTER FOR INTERCULTURAL ORGANIZING
2808 NE MARTIN LUTHER KING JR BLVD
PORTLAND, OR 97212

Employer Identification Number:

74-3098100

DLN:

17053004065028

Contact Person:

ROBERTA VAN METER

ID# 52624

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

June 24, 2003

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

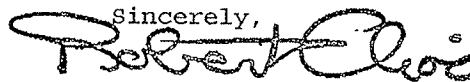
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CENTER FOR INTERCULTURAL ORGANIZING

Sincerely,


Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

Substitute W-9 Form

CITY OF PORTLAND
Office of Management and Finance

02/03/2011

Date

Center for Intercultural Organizing

Name (Please print)

700 North Killingsworth St

Address

Portland, OR 97217

City, State, Zip

Accounting Division

1120 SW 5th Ave., Room 1250

Portland, OR 97204

Phone 503-823-4370

Fax 503-823-4398

Attn: Fel Judar

Dear Sir/Madam:

Internal Revenue Service regulations [IRC 6041A(a)] require us to file Form 1099 information returns reporting for certain types of payees who receive payments of \$600.00 or more during a calendar year. We need the information requested below to determine if it may be necessary to do such reporting for you or your organization and, if so, to report properly. We will also need this information to establish your name in our system.

Please complete the information requested below and return this form to the above address as soon as possible. As an alternative, you may fax a copy to the number above. This will ensure that you will be set up in our system (and can be paid) more quickly. If you want to confirm the successful transmission of any fax, or have any other questions regarding this form, please contact us at the phone number above.

Failure to provide us with the requested information may subject you to backup withholding on any payments we may make to you. Thank you for your prompt attention to this matter.

REQUIRED: Name associated by the I. R. S. with the tax I.D. number given (the name used when filing taxes for this entity). Note: Sole proprietors use YOUR name, not your business name; Partnerships use the name of one or more partners.

Name associated with IRS CENTER FOR INTERCULTURAL ORGANIZING
Please Print

THIS ENTITY IS:
(check only one)

☐ AN INDIVIDUAL (or

Sole Proprietor)

☐ PARTNERSHIP

☐ MEDICAL CORPORATION

☐ OTHER _____

☐ GOVERNMENT (or government
owned entity)

☒ NON-PROFIT/TAX EXEMPT

☐ INCORPORATED

THIS ENTITY'S TAX I.D. NUMBER IS: (complete only one)

EMPLOYER I.D. NUMBER

or

SOCIAL SECURITY NUMBER

74-3098100

Signed



Title Executive Director Date 02/03/2011

Phone 503-287-4117

Fax _____

E-mail Kayse@interculturalorganizing.org

Accounting Division
Office of Management & Finance

updated 6/22/06

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

02.07.11
Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☒ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☒ D. Labor or services are performed only pursuant to written contracts;
- ☒ E. Labor or services are performed for two or more different persons within a period of one year; or

184430

FS F.

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

Contractor Signature

Date

02/03/2011

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or ☐ Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement.

3. ☒ Required and attached or ☐ Waived by City Attorney : DA please waive

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. ☒ Required and attached or ☐ Waived by City Attorney : X DA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2011

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: Lori Davis PHONE (A/C, No. Ext): (503) 227-0491 FAX (A/C, No): (503) 227-0927 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00006553	
INSURED Center for Intercultural Organizing 700 N Killingsworth Street Portland OR 97217		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2010-2011

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2010-23798	8/18/2010	8/18/2011	MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X		2010-23798	8/18/2010	8/18/2011	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability			2010-23798	8/18/2010	8/18/2011	E.L. DISEASE - POLICY LIMIT \$
							EACH OCCURRENCE \$1,000,000
							AGGREGATE \$2,000,000

APPROVED AS TO FORM

Lori Davis
CITY ATTORNEY

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

The City of Portland, their officers and employees are included as Additional Insureds but only as respect claims arising out of the named insured per attached endorsement CG2026.

* except 10 days for non-payment of premium

CERTIFICATE HOLDER

(503) 823-3050

City of Portland
Office of Neighborhood Involvement
ATTN: Jeri Williams
1221 SW 4th, Room 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

Lori Davis/LORI

ACORD 25 (2009/09)
INS025 (200909)

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POLICY NUMBER:

2010-23798

COMMERCIAL GENERAL LIABILITY

Center for Intercultural Organiz-

ing

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 Person or Organization:

The City of Portland, their officers and employees
Office of Neighborhood Development
ATTN: Jeri Williams
1221 SW 4th, Room 110
Portland, OR 97204

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

26
FO
WEG

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number:

14397

Company Code: 3



POLICY NUMBER:

Previous Policy Number:

HOUSING CODE: 76

76 WEG FO2684

76 WEG FO2684

Suffix
LARS RENEWAL
03

Named Insured and Mailing Address: CENTER FOR INTERCULTURAL
(No., Street, Town, State, Zip Code) ORGANIZING

FEIN Number: 743098100

700 N KILLINGSWORTH ST
PORTLAND, OR 97217

State Identification Number(s):
UIN:

APPROVED AS TO FORM

Linda Menz
CITY ATTORNEY
GF

The Named Insured is: NON-PROFIT ORGANIZATION

Business of Named Insured: CONSULTANT - NOC

Other workplaces not shown above: 2808 NE MLK BLVD #13
PORTLAND OR 97212

Policy Period: From 01/09/11 To 01/09/12
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015
SAN ANTONIO, TX 78265

Producer's Code: 210705

Issuing Office: THE HARTFORD
55 FARMINGTON AVE., SUITE 301
HARTFORD CT 06115
(877) 287-1312

Estimated Annual Premium: \$392

Deposit Premium:

Policy Minimum Premium: \$350 OR (INCLUDES INCREASED LIMIT MIN. PREM.)

Period: ANNUAL

Installment Term:

policy is not binding unless countersigned by our authorized representative.

Countersigned by

Christine R. Gas

Authorized Representative

11/27/10
Date

WC 00 00 01 A (1) Printed in U.S.A.
ess Date: 11/27/10

ORIGINAL

Page 1 (Continued on next page)
Policy Expiration Date: 01/09/12

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: OR

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 03 08 WC 00 04 21C WC 00 04 22A WC 36 04 01 WC 99 03 00B
G33360 WC 00 04 14 WC 36 04 06 WC 36 06 01E WC 99 03 59B

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8810 DRAFTING EMPLOYEES	85,900	.18	155
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION OR - MERIT RATING CREDIT (9885)			155
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			.900
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			140
TO EQUAL MINIMUM PREMIUM (0990)			140
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			30
EXPENSE CONSTANT (0900)			170
OR WC ADMINISTRATIVE FUND 6.4000 PERCENT			180
TERRORISM (9740)	85,900	.010	24
CATASTROPHE (9741)	85,900	.010	9
TOTAL ESTIMATED ANNUAL PREMIUM			9
			392

Total Estimated Annual Premium: \$392

Deposit Premium:

Policy Minimum Premium: \$350 OR (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS:

SIC: 8748

UIN:

NO. OF EMP: 000003

Form WC 00 00 01 A (1) Printed in U.S.A.

Process Date: 11/27/10

Page 2

Policy Expiration Date: 01/09/12

184430

February 3, 2011

To Whom It May Concern:

It is not in the nature of this project to use transport by vehicle.

Thank you,

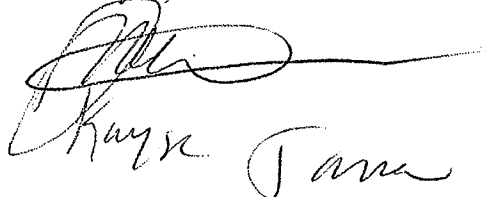

Kaye Tama

EXHIBIT G

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Ukrainian Community Center of Washington** in an amount not to exceed \$4,500.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Ukrainian Community Center of Washington** with an allocation of \$4,500.00.

This project addresses the following EPAP items: CB.1.5 Provide full/additional resources for community organizing efforts that support ongoing community building and development work; CB.2.3; and CB.6.2.

Ukrainian Community Center of Washington Slavic Community Center Learn, Get involved, and Succeed will: use Asset Based Community Development to provide culturally and language specific instructors in intergenerational education and assistance to the underserved Slavic speaking population residing in East Portland through classes to learn English; apply for American citizenship; register to vote; and participate in lobbying, advocacy, partnerships, and with other communities and government.

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

EXHIBIT G

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 **Ukrainian Community Center of Washington Slavic Community Center Learn, Get involved, and Succeed**

- Two series of ESL and Civic Education classes, each two hours, twice a week for 16 weeks that will address: citizenship preparation, the benefits of being an American citizen, voter registration, and getting involved and engaging other East Portland residents and businesses in civic decision-making.
- A "Register to Vote" clinic
- A graduation event with invited city officials, East Portland Action Plan representatives, media and the general public
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Ukrainian Community Center of Washington Slavic Community Center Learn, Get involved, and Succeed** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed **"2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM"** including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 1. A final written report outlining project accomplishments due by

EXHIBIT G

December 31, 2011, including:

- a. Dated meeting sign-in attendance sheets, expense receipts, and a completed **"2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM"** including pictures.
- b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of **\$4,500.00** upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take

EXHIBIT G

actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to

EXHIBIT G

inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the

EXHIBIT G

insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. **GRANTEE'S CONTRACTORS AND ASSIGNMENT.** If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. **INDEPENDENT STATUS OF GRANTEE.** GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. **CONFLICTS OF INTEREST.** No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. **OREGON LAWS AND FORUM.** This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local

EXHIBIT G

laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

- P. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. **INTEGRATION.** This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. **PROGRAM AND FISCAL MONITORING.** The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. **ELECTRONIC MEANS:** The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT G

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Ukrainian Community Center of Washington

Address: 221 Hardie Ave NW, Renton, WA 98057

Employer Identification Number (EIN) 91-1923155

City of Portland Business License # _____

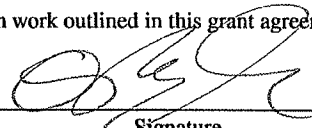
Citizenship: USA Nonresident alien ☐ Yes ☐ No

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

Oleg Pynda

Name

Executive Director

Title

February 04, 2011

Date

EXHIBIT G

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
Date

Approved as to form

by City Attorney:

APPROVED AS TO FORM

Office of City Attorney

CITY ATTORNEY

Date

2/11/11

Approved
by City Auditor:_____
Office of City Auditor_____
Date

RECEIVED FEB 10 2006

Internal Revenue Service

Date: February 7, 2006

UKRAINIAN COMMUNITY CENTER OF
WASHINGTON
221 HARDIE AVE NW
RENTON WA 98055-1325 219

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Laura A. Botkin 31-08415
Customer Service Specialist

Toll Free Telephone Number:
877-829-5500

Federal Identification Number:
91-1923155

Dear Sir or Madam:

This is in response to your request of February 7, 2006, regarding your organization's tax-exempt status.

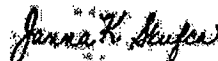
In July 1999 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Substitute W-9 Form

CITY OF PORTLAND

Office of Management and Finance

02.04.11
 Date
Ukrainian Community Center of
 Name (Please print) Washington
221 Hardie Ave. NW
 Address
Penton, WA 98055
 City, State, Zip

Accounting Division
 1120 SW 5th Ave., Room 1250
 Portland, OR 97204

Phone 503-823-4370
 Fax 503-823-4398
 Attn: Fel Judar

Dear Sir/Madam:

Internal Revenue Service regulations [IRC 6041A(a)] require us to file Form 1099 information returns reporting for certain types of payees who receive payments of \$600.00 or more during a calendar year. We need the information requested below to determine if it may be necessary to do such reporting for you or your organization and, if so, to report properly. We will also need this information to establish your name in our system.

Please complete the information requested below and return this form to the above address as soon as possible. As an alternative, you may fax a copy to the number above. This will ensure that you will be set up in our system (and can be paid) more quickly. If you want to confirm the successful transmission of any fax, or have any other questions regarding this form, please contact us at the phone number above.

Failure to provide us with the requested information may subject you to backup withholding on any payments we may make to you. Thank you for your prompt attention to this matter.

REQUIRED: Name associated by the I. R. S. with the tax I.D. number given (the name used when filing taxes for this entity). Note: Sole proprietors use YOUR name, not your business name; Partnerships use the name of one or more partners.

Name associated with IRS Ukrainian Community Center of WA
 Please Print

THIS ENTITY IS:
 (check only one)

☐ AN INDIVIDUAL (or
 Sole Proprietor)
☐ PARTNERSHIP

☐ GOVERNMENT (or government
 owned entity)
☒ NON-PROFIT/TAX EXEMPT

☐ MEDICAL CORPORATION ☐ INCORPORATED

☐ OTHER _____

THIS ENTITY'S TAX I.D. NUMBER IS: (complete only one)

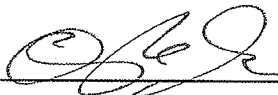
EMPLOYER I.D. NUMBER

or

SOCIAL SECURITY NUMBER

91-1923155

Signed



Title

Ex. Director

Date

2/4/11

Phone

425-430-8229

Fax

425-430-8224

E-mail

openda@uccwa.org

Accounting Division
 Office of Management & Finance

updated 6/22/06

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

-
2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. ☒ Required and attached or Waived by City Attorney : DA please waive

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/07/2011

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 Marsh Commercial Business Center a Service of Seabury & Smith 9830 Colonnade Blvd. #400 PO Box 659520 San Antonio TX 78265-9520	CONTACT NAME: PHONE (A/C, No, Ext): 888-591-1954 FAX (A/C, No): 210-737-3584 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: A02776																					
INSURED Ukrainian Community Center of Washington 221 Hardie Avenue NW Renton, WA 98055	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td colspan="2">AMERICAN STATES INSURANCE CO</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AMERICAN STATES INSURANCE CO		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	AMERICAN STATES INSURANCE CO																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		01CH94063520	04/30/2010	04/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired/Borrowed		01CH94063520	04/30/2010	04/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		APPROVED AS TO FORM CITY ATTORNEY			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)
 As required by written contract the City of Portland, its officers, agents and employees are recognized 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

The City of Portland 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
--	---

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Wintergreen, Lore

From: Oleg Pynda [opynda@uccwa.org]
Sent: Monday, February 07, 2011 1:01 PM
To: Wintergreen, Lore
Subject: 501c3
Attachments: 501 c 3.pdf

Hi Lore,

Attached is a copy of 501 c (3) status for our agency.

Also as for the Slavic Community Center - Learn, Get involved and Succeed in your community program we are not going to transport clients, therefore, we are asking for auto insurance waiver.

Thank you,

Oleg Pynda,

*Executive Director
Ukrainian Community Center of WA
(425) 430-8229
www.uccwa.org*

2/7/2011

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **El Programa Hispano of Catholic Charities** in an amount not to exceed \$2,576.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **El Programa Hispano of Catholic Charities** with an allocation of \$2,576.00.

This project addresses the following EPAP items: EC.4.2 Develop and build relationships between business community and other community organizations for mentoring, skill building, fundraising and development; EC.4.3; EC.3.2; EC.4.2; L.2.1; SN.6.3; CB.4.1 + .2; and CB.4.2.

El Programa Hispano of Catholic Charities Fir Ridge Campus Community Learning Center Growing Entrepreneurs: Multiplying Vegetables into Job Skills will: increase the academic success of students lacking math credits, help them to develop entrepreneurial skills, promote healthy eating choices, and increase community involvement through a 6-week program focusing on math, gardening, and small business development with the support of a Cooking/Entrepreneurship Class Instructor.

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

EXHIBIT H

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 **El Programa Hispano of Catholic Charities Fir Ridge Campus Community Learning Center Growing Entrepreneurs: Multiplying Vegetables into Job Skills**

- 20 students will receive math credits by learning how to operate a small business, grow and cook healthier food, examine how the business side of food works, and how different food systems affect our environment and community
- Students will gain workforce credentials through working at a farm stand for which they will purchase produce at wholesale prices from farmers and sell at retail
- Students will acquire a food handlers' card
- Students will participate in job skills workshops, improve the edible school garden, and cook lunch for each other daily
- Classes will meet for 6 weeks, Monday through Friday from 10:00 AM – 3:00 PM
- Students will develop a business model, mentor younger students and cater a community celebration, inviting mentors, local farmers, and food business contacts
- Students will take a before and after survey regarding healthy food choices and understanding of food systems.
- Content-specific assessments will measure student understanding of taught standard-based math concepts
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **El Programa Hispano of Catholic Charities Fir Ridge Campus Community Learning Center Growing Entrepreneurs: Multiplying Vegetables into Job Skills** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must

EXHIBIT H

be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.

- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$2,576.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

EXHIBIT H

- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. LIABILITY INSURANCE.
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall

EXHIBIT H

provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by

GRANTEE during the period of the Grant Agreement.

- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT H

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.


GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Catholic CharitiesAddress: 2740 SE Powell Blvd. Portland, OR 97202Employer Identification Number (EIN) 93-0386801City of Portland Business License # 0137Citizenship: Nonresident alien ☐ Yes ☒ NoBusiness 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
Dennis B. Keenan
Name
Executive Director
Title

2-4-2011
Date

EXHIBIT H

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director Date

Approved as to form
by City Attorney:

APPROVED AS TO FORM

Office of City Attorney *Amelia Menges* Date *2/11/11*
CITY ATTORNEY

Approved
by City Auditor:

Office of City Auditor Date

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: July 1, 2004

Person to Contact:
Myrna Huber #31-07276
Telephone Number:
877-829-5500
FAX Number:
513-263-3756

Ms. Deirdre Dessingue
Associate General Counsel
United States Conference
of Catholic Bishops
3211 4th Street, N.E.
Washington, D.C. 20017-1194

Dear Ms. Dessingue:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* 1946, are entitled to exemption from federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1986 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 2004 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* for 2004 are exempt from federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers or gifts to them or for their use are deductible for federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your Income tax return)

CATHOLIC CHARITIES

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

231 SE 12TH AVENUE

City, state, and ZIP code

PORTLAND, OR 97214

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

93

0386801

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **10-23-09**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature

Kevin B. Kanan

Date

2-4-2011

Entity

Catholic Charities

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - D. Labor or services are performed only pursuant to written contracts;
 - E. Labor or services are performed for two or more different persons within a period of one year; or
 - F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. OKX Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. OKX Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. OKX Required and attached or Waived by City Attorney : X DIA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

184430

DATE (MM/DD/YYYY)

1/26/2011

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239		CONTACT NAME: Dana Rheault PHONE (A/C, No. Ext): (503) 293-8325 FAX (A/C, No.): (503) 293-5418 E-MAIL ADDRESS: drheault@jdfulwiler.com PRODUCER CUSTOMER ID #: 00048237																						
INSURED Catholic Charities 2740 SE Powell Blvd Portland OR 97206		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ANI-RRG</td><td></td></tr><tr><td>INSURER B:</td><td>Saif Corporation</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ANI-RRG		INSURER B:	Saif Corporation		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 11/12 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			201114218	2/1/2011	2/1/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																				
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	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
Underinsured motorist	\$ 1,000,000																				
Uninsured motorist combined	\$ 1,000,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			201114218UMB	2/1/2011	2/1/2012	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 8,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 8,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 8,000,000	AGGREGATE	\$ 8,000,000		\$		\$						
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			994194	4/1/2010	4/1/2011	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER																				
E.L. EACH ACCIDENT	\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
A	Professional Liability			201114218	2/1/2011	2/1/2012	<table border="1"><tr><td>Per Event</td><td>\$1,000,000</td></tr><tr><td>Annual Aggregate</td><td>\$3,000,000</td></tr></table>	Per Event	\$1,000,000	Annual Aggregate	\$3,000,000										
Per Event	\$1,000,000																				
Annual Aggregate	\$3,000,000																				

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

RE: Contract 2009-2010 EPH East Portland Action Plan (EPAP). 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, as their interests appear in operations of the named insured subject to policy terms and conditions; *10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Portland, East Neighborhood Office Lore Wintergreen 1017 NE 117th Avenue Portland, OR 97220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dana Rheault/DANA

ACORD 25 (2009/09)
INS025 (200909)

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Additional Named Insureds

Other Named Insureds

Caritas Community Housing Corporation

Caritas Housing Initiatives, LLC

Caritas Plaza, Inc.

Caritas Powell Properties LLC

Caritas Sacred Heart Villa LLC

Caritas Villa Capri LLC

Caritas Villa, Inc.

Casa Verde LP

Clark Family Center

Esperanza Court Limited Partnership

Fenton Rondel Court LP

Kateri Park LP

North Slope Village LP

Rain Garden GP LLC

Rain Garden LP

Renaissance Court LP

US Bancorp Community Development Corp

EXHIBIT I

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Mt. Hood Aquatics** in an amount not to exceed \$2,076.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Mt. Hood Aquatics** with an allocation of \$2,076.00.

This project addresses the following EPAP items: L.2.5 Increase access to community-based youth athletics; reduce barriers such as registration fees; P.1.3; and EC.4.2.

Mt. Hood Aquatics Expand Swimming Lessons at David Douglas High School will: expand FREE swimming lessons for free or reduced lunch eligible youth across East Portland to be offered at David Douglas High School pool with a minimum of 300 lessons. The drop-in lessons 'keep it simple' and accommodate parents' fluctuating work schedules and transportation issues. The lessons provide part-time jobs for East Portland teenagers in a safe environment, while building skills for future employment.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **Mt. Hood Aquatics Expand Swimming Lessons at David Douglas High School**

- 300 drop-in swimming lessons will be provide to East Portland free or reduced lunch eligible students at David Douglas High School on Monday and Wednesday evenings
- Senior swimmers from Mt. Hood Aquatics, David Douglas High School students, a volunteer MHA treasurer, and a volunteer project coordinator will staff the project
- Part-time jobs for East Portland teenagers will be provided in a safe environment while building skills for future employment: commitment, working in groups, leadership, mentoring, working with children of diverse backgrounds, and teaching
- Parents/guardians are required to stay and watch, making this a family activity
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Mt. Hood Aquatics Expand Swimming Lessons at David Douglas High School** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 1. A final written report outlining project accomplishments due by December 31, 2011, including:

EXHIBIT I

- a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
- b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of **\$2,076.00** upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

EXHIBIT I

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder.

EXHIBIT I

GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.

EXHIBIT I

GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

EXHIBIT I

- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

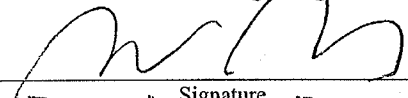
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Mt Hood Aquatics DBA Mt Hood Swim Team
 Address: P.O. Box 129, Gresham, OR 97030
 Employer Identification Number (EIN) 93-0794078
 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
Brandon T. Drawz
 Name
Executive Director
 Title

2/1/11
 Date

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
Date

Approved as to form

by City Attorney: **APPROVED AS TO FORM**_____
Office of City Attorney

CITY ATTORNEY

Date

2/11/11

Approved

by City Auditor:

Office of City Auditor_____
Date

Internal Revenue Service

Date: October 14, 2003

MT HOOD SWIM TEAM
C/O DICK SIMMONS
PO BOX 129
GRESHAM, OR 97030

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Turner 31-07345
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
93-0794078

Dear Sir or Madam:

This is in response to your request of October 14, 2003, regarding your organization's tax-exempt status.

In May 1982 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Substitute W-9 Form

CITY OF PORTLAND

Office of Management and Finance

02.02.11
 Date
 Brandon Drawz
 Name (Please print)
 P.O. Box 129
 Address
 Gresham, OR 97030
 City, State, Zip

Accounting Division
 1120 SW 5th Ave., Room 1250
 Portland, OR 97204

Phone 503-823-4370
 Fax 503-823-4398
 Attn: Fel Judar

Dear Sir/Madam:

Internal Revenue Service regulations [IRC 6041A(a)] require us to file Form 1099 information returns reporting for certain types of payees who receive payments of \$600.00 or more during a calendar year. We need the information requested below to determine if it may be necessary to do such reporting for you or your organization and, if so, to report properly. We will also need this information to establish your name in our system.

Please complete the information requested below and return this form to the above address as soon as possible. As an alternative, you may fax a copy to the number above. This will ensure that you will be set up in our system (and can be paid) more quickly. If you want to confirm the successful transmission of any fax, or have any other questions regarding this form, please contact us at the phone number above.

Failure to provide us with the requested information may subject you to backup withholding on any payments we may make to you. Thank you for your prompt attention to this matter.

REQUIRED: Name associated by the I. R. S. with the tax I.D. number given (the name used when filing taxes for this entity). Note: Sole proprietors use YOUR name, not your business name; Partnerships use the name of one or more partners.

Name associated with IRS Mt. Hood Aquatics DBA Mt. Hood Swim Team
 Please Print

THIS ENTITY IS: (check only one)
☐ AN INDIVIDUAL (or Sole Proprietor)
☐ PARTNERSHIP
☐ MEDICAL CORPORATION
☐ OTHER
☒ GOVERNMENT (or government owned entity)
☒ NON-PROFIT/TAX EXEMPT
☐ INCORPORATED

THIS ENTITY'S TAX I.D. NUMBER IS: (complete only one)

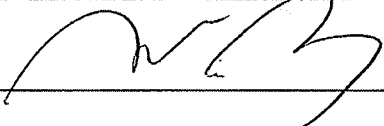
EMPLOYER I.D. NUMBER

or

SOCIAL SECURITY NUMBER

93-0794078

Signed



Title

Executive Director

Date

2/1/11

Phone

971-221-2628

Fax

503-607-4465

E-mail

drawzba@mhcc.edu

Accounting Division
 Office of Management & Finance

updated 6/22/06

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature

Date

2/1/11

Entity

Mt. Hood Aquatics
DBA Mt. Hood swim team

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. _____ Required and attached or Waived by City Attorney : DIA waiver requested

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DIA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Automobile Liability - we are requesting a waiver
Professional Liability - No individuals carry professional liability



P.O. BOX 129
GRESHAM, OREGON 97030

INVOICE

DATE: 2/2/11

TO: Lore Wintergreen

RE: 2010 East Portland Action Plan Small/Medium Grants Program

This is to request advanced payment of the East Portland Action Plan grant award.

Fiscal Agent: Mt. Hood Aquatics
Project Name: Expanding Swimming Lessons at David Douglas High School
Amount: \$2,076

Remit To: Mt. Hood Aquatics
Attn: Treasurer
PO Box 129
Gresham, OR 97030

Waivers: In addition, we are requesting a waiver for the automobile insurance (no one will drive in the course of this project) and professional liability insurance.

Attachments: Grant Agreement
Grant Insurance Requirements
Professional Liability – waiver requested
Workers' Compensation
General Liability Insurance – with added endorsement
Automobile Insurance – waiver requested
Independent Contractor Certification Statement
Substitute W-9 Form

Please contact Roxanne Redwine-Baker, Project Coordinator for additional information at 503-756-0211.

Please contact Account Manager, Risk Management Services, Inc. for additional information regarding the insurance policies at 602.840.3234 extension 10.

Thank you for this award.

Roxanne Redwine-Baker
Project Coordinator

184430



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2011

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 Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712		CONTACT NAME: PHONE (A/C, No, Ext): (602) 840-3234 FAX (A/C, No): (602) 274-9138 E-MAIL: info@theriskpeople.com ADDRESS: PRODUCER CUSTOMER ID #: 20617															
INSURED USA Swimming, Inc dba USA Swimming Incl'd LSC's and Mt Hood Swim Team PO Box 129 Gresham OR 97030-0027		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Mutual Of Omaha Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co		INSURER B: Mutual Of Omaha Insurance Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: Cert ID 7761

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 CERTIFICATION 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	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	839-6547	1/1/2011	1/1/2012
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> Participant Legal					
	<input checked="" type="checkbox"/> Liability Included					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	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					
	UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB					
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
B	XS Medical/Dental	N	N	T5MPSP35054	1/1/2011	1/1/2012
						Maximum Limit \$25,000

APPROVED AS TO FORM

CITY ATTORNEY

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

Verification of General Liability for INSURED ACTIVITIES. Excess Medical/Dental coverage provided for Participants only. 30 Day Cancellation notice per policy provisions. The City of Portland, its officers, agents and employees are included as Additional Insured on General Liability as a funding source for the Named Insured but only as respects to the Named Insured's operations per the attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.

CERTIFICATE HOLDER

City of Portland and/or Agents
Office of Mgmt and Finance/Accounting Division

1120 SW 5th Ave, Room 1250
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

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ACORD 25 (2009/09)

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184430

DESCRIPTION OF OPERATIONS SECTION CONTINUED		DATE 2/2/2011
CERTIFICATE HOLDER: City of Portland and/or Agents Office of Mgmt and Finance/Accounting 1120 SW 5th Ave, Room 1250 Portland OR 97204	INSURED: USA Swimming, Inc dba USA Swimming Incd LSC's and Mt Hood Swim Team Gresham OR 97030-0027	
DESCRIPTION OF OPERATIONS CONTINUED: Subject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies due to non payment of premium.		

Endorsement No. 2

This endorsement, effective January 1, 2011, forms a part of Policy No. 839-6547 issued to United States Swimming, Inc. by Lexington Insurance Company.

OTHER INSURED - CLUBS OR GROUP MEMBERS

Section II – Who is An Insured is amended to include United States Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of United States Swimming, Inc., and group members as insured's solely as respects to "bodily injury" and "property damage" arising from "insured activities".

"Insured activities" are defined as:

- a. Swimming meets that have been issued a written "sanction" or "approval";
- b. Swimming practices, "dry land training activities" and learn to swim programs, where all swimmers or participants are members of United States Swimming, Inc., and are conducted under the direct and active supervision of a "member coach";
- c. United States Swimming, Inc. Swim-A-Thons ®;
- d. "Approved social events" and "approved fund raising activities";
- e. "Swimming Tryouts";

"Sanction" is defined as a permit that has been issued by one of the "United States Swimming, Inc. Local Swimming Committees" to a US Swimming, Inc. club to conduct a meet in conformance with all United States Swimming, Inc. rules.

"Approval" is defined as a permit issued by one of the "United States Swimming, Inc. Local Swimming Committees" for meets conducted in conformance with United States Swimming, Inc. technical rules in which both members and non members may compete. United States Swimming, Inc. member clubs that either host or participate in a meet that has been issued an "approval" will be consider an insured provided that all of its athletes or participants and coaches are members of United States Swimming, Inc.

"Member coach" is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

"Approved social events" and "approved fund raising activities" are events and activities for which an insured has received approval from Risk Management Services, Inc.

"Swimming Tryouts" are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a

United States Swimming, Inc. club, for a period not to exceed thirty consecutive days in a twelve month period, to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

"Dry land training activities" are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an insured has received approval from Risk Management Services, Inc.

ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No. 839-6547 Issued to United States Swimming, Inc. by Lexington Insurance Company.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an "Additional Insured" any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the "Additional Insured" by us or on our behalf, but only with respect to liability arising out of "insured activities" by a United States Swimming, Inc. club or group member.

"Additional Insured" for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an "Additional Insured" by this endorsement is subject to the following additional exclusions:

- a. This insurance applies only to an "occurrence" which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;
- b. This insurance does not apply to an "occurrence" arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an "Additional Insured";
- c. This insurance does not apply to an "occurrence" arising out of or related to any design defect or maintenance of the premises by or on behalf of an "Additional Insured";
- d. This insurance shall be considered primary and non contributory if required by a written agreement with any insurance that the "Additional Insured" maintains except when caused by the Additional Insured's "sole" negligence.

February 25, 2010

Policy Number: 447411

MT HOOD SWIM TEAM
PO BOX 129
GRESHAM, OR 97030-0027

MT HOOD SWIM TEAM

Policy Number: 447411

Re: Employer Option for Reimbursement of Medical Expenses on Nondisabling Claims

Employers may choose to reimburse their insurance company for medical expenses on accepted nondisabling claims. The maximum claim reimbursement varies by date of injury. For claims with dates of injury on or after January 1, 2009, the maximum reimbursement is \$1,600. Under this option, employers can totally eliminate or partially reduce claim costs from future consideration in determining experience modifications or other charges based on losses. **However, the reimbursement of claims is generally not recommended where the employer's annual premium is less than \$7,500, since the reimbursed claim costs may exceed any premium savings.** The process works as follows:

1. Prior to the start of each policy year, employers will be notified of their option to reimburse SAIF Corporation for medical expenses on accepted nondisabling claims.
2. Employers who choose this option must complete, sign and mail the election form to SAIF prior to the start of the policy year. **If you have previously made this election, and you have had continuous coverage with SAIF, you need not make a new election.** (See the "Employer Election to Reimburse SAIF Corporation for Medical Expenses" form on page 2.)
3. SAIF *must* receive the employer election form within 30 days of the policy inception date to establish the employer as eligible for participation at the start of the policy. If the employer election form is received more than 30 days after the policy inception date, participation in the program will be on a prospective basis beginning the first day of the *next* calendar quarter.
4. Enrollment in the program will continue until: 1) An employer notifies SAIF, in writing, to cancel participation or 2) An employer's coverage with SAIF is canceled.
5. **To make the program effective, please carefully read the following.** When a worker is injured it is important that an employer submit to SAIF a Report of Occupational Injury or Disease (form 801) immediately upon learning of the injury. SAIF claim adjusters will determine if the injury is compensable and will pay the related claim costs.

Each quarter, SAIF will provide an employer who chooses this program with a billing for any reimbursable medical expenses up to the maximum allowed for each accepted nondisabling claim. If an employer so chooses, he/she may reimburse SAIF for the full or partial amount.

The Oregon Administrative Rules do not permit an employer to pay a medical provider directly as the employer may be paying for noncompensable injuries or services.

(See Next Page for an Election Form and Additional Information)

Carrier No: 20001

Endorsement No: WC360601E

Policy No: 447411

MT HOOD SWIM TEAM
PO BOX 129
GRESHAM, OR 97030-0027

Oregon Cancellation Endorsement

This endorsement applies only to the insurance provided by the policy because Oregon is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us, stating when the cancellation is to take effect. If you provide for other insurance or self-insurance, your cancellation of coverage will take effect upon the effective date of that insurance.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
 - a. If we cancel based on our decision not to offer insurance to all employers within your premium category, we will mail the notice of cancellation at least 90 days before the cancellation is to take effect.
 - b. If we cancel for other reasons, we will mail the notice of cancellation at least 45 days before the cancellation is to take effect.
 - c. If we cancel for nonpayment, we will mail notice of cancellation at least 10 days before the cancellation is to take effect.
3. Mailing notice to you at your last known mailing address will be sufficient to prove notice.
4. The policy period will end at 12:00 midnight on the day stated in the cancellation notice.
5. When coverage is placed with another carrier as of the policy expiration date, a rejected renewal policy shall be withdrawn without charge, provided notice of nonrenewal is mailed and postmarked on or before the expiration date and is received from the insured by the insurer no later than 10 calendar days after said expiration date.

Effective Date: 04-01-2010

This endorsement is part of your policy. This endorsement amends and controls anything to the contrary. It is otherwise subject to all other terms of your policy.

Countersigned 02-25-2010 at Salem, Oregon

210a


Brenda JP Rocklin, President
and Chief Executive Officer

SAIFPlus Endorsement

Effective Date: 04-01-2010

This endorsement is part of your policy. This endorsement amends and controls anything to the contrary. It is otherwise subject to all other terms of your policy.

Countersigned 02-25-2010 at Salem, Oregon

242B

Brenda JP Rocklin

Brenda JP Rocklin, President
and Chief Executive Officer

Carrier No: 20001

Endorsement No: WC990602

Policy No: 447411

MT HOOD SWIM TEAM
PO BOX 129
GRESHAM, OR 97030-0027

Subject Officer Payroll Requirement Endorsement

CORPORATION

An officer paid by the corporation for Oregon work who is not a director or who does not have a substantial ownership interest is a subject worker of the corporation. Substantial ownership interest is defined to be (1) an ownership of 10 percent or more or (2) an ownership equal to or greater than the average ownership of all owners. A subject officer's payroll is to be reported on your payroll report within the following minimum and maximum annual reportable payroll amounts for a full 52 week policy period:

Annual Reportable Payroll:

Minimum of:	\$20,800
Maximum of:	\$156,000

If your policy period is more or less than 52 weeks in length, divide the minimum and maximum amounts by 52 and multiply the result by the total number of full and partial weeks in the policy period to obtain the minimum and maximum amounts that apply for a subject officer who is covered for the whole policy period.

Use these steps to determine the amount to report for a subject officer who is not covered for all of a policy period:

- a) divide the minimum and maximum annual reportable payroll amounts by 52 to obtain the weekly minimum and maximum reportable payroll amounts
- b) count the number of full and partial calendar weeks that the officer was covered during the policy period
- c) multiply the number of weeks in step b) by the weekly minimum and maximum reportable payroll amounts in step a) to obtain the minimum and maximum limitations on reportable payroll for the officer
- d) compare the officer's actual payroll for the time he or she was covered as an officer during the policy period to the minimum and maximum limitations in step c) and report the minimum if actual payroll is less than the minimum, otherwise report the actual payroll but no more than the maximum

Reportable payroll for subject officers must be included in the appropriate classification(s) listed on the payroll report. If two or more classifications apply to an officer's duties the reportable payroll amount may be split between the classifications provided verifiable time records are maintained for the actual time spent working in each classification as indicated

Policy No: 447411
Employer Identification Number: 93-079407Item 1. **The Insured:**
MT HOOD SWIM TEAM**Entity Type:**
CORPORATION**Mailing address:**
MT HOOD SWIM TEAM
PO BOX 129
GRESHAM, OR 97030-0027**Other workplaces not shown above:**
BARLOW HIGH SCHOOL, 1200 N MAIN AVE, GRESHAM, OR 97020

CENTENNIAL HIGH, GRESHAM, OR 97030 -

GRESHAM HIGH, GRESHAM, OR 97030 -

2600 SE STARK ST, GRESHAM, OR 97030

17119 SE DIVISION, PORTLAND, OR 97266

REYNOLDS MIDDLE SCHOOL, 1200 NE 201ST, FAIRVIEW, OR 97024

APPROVED AS TO FORM


CITY ATTORNEYItem 2. **The policy period** is from 04-01-2010, 12:01 A.M. to 04-01-2011, 12:01 A.M. at the insured's mailing addressItem 3. **A. Workers Compensation Insurance: Part One** of the policy applies to the Workers Compensation Law of the states listed here: OREGON**B. Employers Liability Insurance: Part Two** of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:Bodily Injury by Accident \$500,000 each accident
Bodily Injury by Disease \$500,000 each employee
Bodily Injury by Disease \$500,000 policy limit**C. Other States Insurance: Part Three** of the policy applies to the states, if any, listed here:
NONE**D. This policy includes these endorsements and schedules:**

WC360601E	Oregon Cancellation Endorsement
WC000421C	Catastrophe (other than Certified Acts of Terrorism) Premium End
WC000422A	Terrorism Risk Insurance Prog Reauthorization Act Disclosure End
WC000414	Notification of Change in Ownership Endorsement
WC000406A	Premium Discount Endorsement
WC990402C	Claim Rating Plan Endorsement
WC360406	Premium Due Date Endorsement
WC990309B	SAIFPlus Endorsement
WC990602	Subject Officer Payroll Requirement - Corporation
WC360301	Oregon Unsafe Equipment Exclusion Endorsement
WC990616	Confidentiality Endorsement

The following classifications will become effective on your policy April 1, 2010

**Renewing Policy
Classification Addendum**

9063 04 CLUBS-HEALTH-CLERICAL

9063 - Community Sports Centers-All Employees & Clerical; Amateur Sports Organizations-All Employees & Clerical. Class includes teachers and instructors. This classification is applicable to amateur, youth, or recreational sports in which the athletes are generally not paid. It is assigned to coaches, managers, trainers, equipment managers, and sports officials. The intent of "generally not paid" is to allow for incidental meal, travel, and/or accommodation allowance for amateurs, which could otherwise be considered remuneration in determining that an amateur athlete is professional. For professional and semi-professional sports refer to Class 9178-Athletic Sports: Non-contact or Class 9179-Athletic Sports: Contact. Overnight camp operation to be separately classified to Class 9015. Day camp operations to be separately classified to Class 8869. Organizations offering social services and a limited athletic program are separately classified to Class 8837.

Class 9063 applies to your employees involved in direct labor or supervision who are engaged in the operation of a community sports center, YMCA/YWCA, boys and girls club, and amateur sports program. These facilities generally provide recreational, social, and educational facilities and offer guidance and training by teachers and instructors in a particular subject. Activities may include swimming, sports clinics, self-defense courses, various table or board games, dance classes, arts and crafts, and cultural, vocational, or educational courses.

Class 9063 includes the operations of fitness clubs, health clubs, spas, massage salons, gymnasiums, indoor tennis, racquetball and handball courts, or exercise clubs, including instruction or guidance in connection with these activities. Class 9063 also applies to the operation of a sun tan parlor, restaurant or juice bar only if operated in conjunction with the health or exercise facility.

Class 9063 also applies to the repair or maintenance of your buildings, structures, or equipment used for this work. Outside salespersons or public relations personnel are separately classed as 8742 - Outside Sales. Bus drivers and the pick up or delivery of supplies or merchandise are separately classed as 7380 - Drivers, chauffeurs, or their helpers.

EXHIBIT J

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Parkrose United Methodist Church** in an amount not to exceed \$2,278.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Parkrose United Methodist Church** with an allocation of \$2,278.00.

This project addresses the following EPAP items: CB.1.2 Engage ethnic communities in neighborhood activities; CB.1.5; CB.4.1 +.2; and CB.5.1.

Parkrose United Methodist Church Parkrose Heights Community Garden will: develop and complete the community gathering space within the garden, fund 2011 garden expenses, and establish a strategic plan for long-term financial sustainability by funding materials, education, and water.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **Parkrose United Methodist Church Parkrose Heights Community**

Garden

- Development of a community gathering space within the garden proper that includes seats/benches, permanent signage, and a signboard for community messages and announcements
- Provision of a green house, an outdoor workbench, and additional garden equipment to facilitate year-round activities in the garden
- Youth educational opportunities
- Establishment of a Parkrose Heights Community Garden governing board made up of diverse garden participants to oversee the long-term management, financial sustainability, and to develop a strategic plan
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Parkrose United Methodist Church Parkrose Heights Community Garden** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed **"2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM"** including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:
 - 1. A final written report outlining project accomplishments due by December 31, 2011, including:

- a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
- b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
- c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$2,278.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
 1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. ACCESS TO RECORDS. GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder.

GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.

H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.

I. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.

EXHIBIT J

GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

EXHIBIT J

- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

EXHIBIT J

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Parkrose United Methodist Church
 Address: 1111 NE Knott St. Portland OR 97220
 Employer Identification Number (EIN) 93-0516414
 City of Portland Business License # N/A
 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:

William L. Bates
 Signature
William L. Bates
 Name
Pastor
 Title

2/1/11
 Date

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
Date

Approved as to form

by City Attorney: **APPROVED AS TO FORM**_____
Office of City Attorney

CITY ATTORNEY

Date

2/11/11

Approved

by City Auditor:

Office of City Auditor_____
Date



THE UNITED METHODIST
CHURCH

PO Box 340029
Nashville, TN 37203-0029

August 10, 2010

PARKROSE UNITED METHODIST CHURCH
c/o Reverend Bill Gates
11111 NE Knott Street
Portland, OR 97220

Re: Certification of Inclusion in The United Methodist Church Group Tax Exemption Ruling
Affiliated Organization: **Parkrose United Methodist Church**
Affiliated Organization's Employer Identification Number (EIN): 93-0516414

Dear Reverend Gates:

This letter will certify that the affiliated organization named above is included in The United Methodist Church Group Tax Exemption Ruling ("UMC Group Ruling"). In particular, as stated in the group ruling determination letter issued to The United Methodist Church by the Internal Revenue Service ("IRS"), this affiliated organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

This certification letter is issued by the General Council on Finance and Administration of The United Methodist Church ("GCFA"). As the central organization for the UMC Group Ruling, GCFA has been granted the authority by the IRS to determine which organizations are included in the UMC Group Ruling. (The IRS Group Exemption Number ("GEN") for the UMC Group Ruling is 2573.) Thus, this certification letter, together with the enclosed copy of the IRS group ruling determination letter, serves to verify the tax-exempt status of this affiliated organization.

If you have any further questions, please feel free to contact the GCFA Legal Department at (866) 367-4232 or legal@gcfa.org.

Sincerely,

GENERAL COUNCIL ON FINANCE AND ADMINISTRATION OF
THE UNITED METHODIST CHURCH

H. Anthony Velázquez
Paralegal

Enclosures

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or ☐ Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. _____ Required and attached or ☐ Waived by City Attorney : DA Not Applicable - request waiver

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or ☒ Waived by City Attorney : DA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

184430

DATE(MM/DD/YYYY)

02/02/2011

PRODUCER

The Church Insurance Agency Corp
445 5th Ave

New York

NY 10016

INSURED

Parkrose UMC
11111 NE Knott St

Portland

OR 97220

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.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Praetorian Ins Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <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	H110000012-00-4	10/01/2010	10/01/2011	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1000000 MED EXP (Any one person) \$10000 per pe PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/OP AGG \$3000000
		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	H110000012-00-4	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

APPROVED AS TO FORM

Paula M. Hengst
CITY ATTORNEY

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

All operations of the named insured including the securing of a Grant from the City of Portland Oregon in connection with which the certificate holder is named as an additional insured but only with regard to the actions of the named insured effective 2/3/11

CERTIFICATE HOLDER

City of Portland Oregon, Its
Officers, Agents & Employees
1221 SW 4 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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Nancy Woodman

ACORD25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature William J. [Signature]Date Feb 1, 2011Entity Parkrose United Methodist Church

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

184430

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE

15-95AC-F477

POLICY NO. 97-BG-J507-4
PLACES NO. 97-BF-P348-9COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
PO BOX 5000, DUPONT WA 98327-50001. NAMED INSURED & MAILING ADDRESS
PARKROSE UNITED METHODIST
CHURCH
11111 NE KNOTT ST
PORTLAND OR 97220-1702NCCI CARRIER CODE NO. 14842
FEIN 930516414OTHER WORKPLACES NOT SHOWN
AT LEFT: SEE WC990002
INSURED IS A CORPORATION

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 01/01/2011 TO 01/01/2012 12:01 A.M. STANDARD TIME
AT THE INSURED'S MAILING ADDRESS.3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: ORB. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO
WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY
UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMITC. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES
EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000A
WC000404 WC360301/0484 WC000414 WC360401 WC360601E WC000421C
WC000422A4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO- TAL ESTIMATED AN- NUAL REMUNERATION	RATE/\$100 REMUNERA- TION	ESTIMATED ANNUAL PREMIUM
8868 RELIGIOUS ORGANIZATION: PROFESSIONAL EMPLOYEES & CLERICAL	72,318	.59	427
9101 RELIGIOUS ORGANIZATION: ALL OTHER EMPLOYEES	8,411	4.88	410

APPROVED AS TO FORM

CITY ATTORNEY
EMPLOYERS LIABILITY INCREASED LIMITS
MERIT RATING 10.0%
CATASTROPHE (OTHER THAN TERRORISM) 9741
TERRORISM 9740
EXPENSE CONSTANT
MINIMUM PREMIUM \$ 500 OREGON80,729
80,729.02
.020
-84
16
16
140

TOTAL ESTIMATED ANNUAL PREMIUM \$

925

PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL

DEPOSIT PREMIUM \$

925
42.54

4.60% OREGON TAX/WORKERS COMP DEPT \$

PREPARED 11/08/2010

COUNTERSIGNED

WC 00 00 01 A

56 2108 0418 BY AGENT

184430

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01



THIS FORMS A PART OF
POLICY NO. 97-BG-J507-4

COVERAGE IS PROVIDED BY 15-95AC-F477
STATE FARM FIRE AND CASUALTY COMPANY
PO BOX 5000, DUPONT WA 98327-5000

NAMED INSURED AND MAILING ADDRESS
PARKROSE UNITED METHODIST
CHURCH
11111 NE KNOTT ST
PORTLAND OR 97220-1702

THE EFFECTIVE DATE IS 01/01/2011

THE EXPIRATION DATE IS 01/01/2012

ADDITIONAL LOCATIONS OF THE INSURED

LOCATION
NUMBER

01	11111 NE KNOTT ST ENTITY:ET01	PORTLAND OR 97220
02	11261 NE KNOTT ST ENTITY:ET01	PORTLAND OR 97220
03	11303 NE KNOTT ST ENTITY:ET01	PORTLAND OR 97220
04	2800 NE 111ST ST ENTITY:ET01	PORTLAND OR 97220

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PREPARED 11/08/2010
WC 99 00 02 04-84

COUNTERSIGNED _____

BY AGENT _____

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **Northwest Housing Alternatives** in an amount not to exceed \$500.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **Northwest Housing Alternatives** with an allocation of \$500.00.

This project addresses the following EPAP items: CB.1.2 Engage ethnic communities in neighborhood activities; CB.1.5; CB.4.1 +.2; and CB.5.1.

Northwest Housing Alternatives Springwater Commons 'Subotnik' will: provide materials needed to work with Resident Services and the Springwater Commons affordable housing Homework Club families to unite for the common good of their home and their East Portland community by joining to help restore Springwater Common's bioswale, incorporate environmental stewardship into the curriculum for the Homework Club, and establish the neighborhood clean-up and beautification of the area as an annual community building event.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **Northwest Housing Alternatives Springwater Commons 'Subotnik'**

- Planning for the Springwater Commons 'Subotnik' clean-up and beautification with staff, residents, and community partners
- Incorporate the themes of a Subotnik – environmental sustainability and building an inclusive community – into the Homework Club curriculum, including interactive presentations, field trips, and arts and craft projects used to include young residents in the planning activities
- Model the traditions and customs that encourage pride in home, sustainability, and community
- Purchase annual flowering plants for the common green spaces; 4 – 6 native species plants per bioswale; bark dust; recycled wood for fence repairs; light snacks; and an outdoor trash can for site waste and environmental stewardship
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all East Portland **Northwest Housing Alternatives Springwater Commons 'Subotnik'** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed “**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**” including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

1. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed **"2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM"** including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of **\$500.00** upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing

EXHIBIT K

Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to

CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 - 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. LIABILITY INSURANCE.
 - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without

30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant

EXHIBIT K

Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

=====

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Employer Identification Number (EIN) _____

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

Date

Name

Title

=====

EXHIBIT K

Grant No _____

Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director_____
Date

Approved as to form

by City Attorney: **APPROVED AS TO FORM**_____
Office of City Attorney_____
Date

2/11/11

CITY ATTORNEY

Approved

by City Auditor:

Office of City Auditor_____
Date

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature [Signature] Date 1/28/11 Entity _____

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - _____ D. Labor or services are performed only pursuant to written contracts;
 - _____ E. Labor or services are performed for two or more different persons within a period of one year; or
 - _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. AB Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. _____ Required and attached or Waived by City Attorney : DIA please waive

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DIA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

184430



2316 SE Willard Street
Milwaukie, Oregon 97222-7740
phone: 503-654-1007

web: www.nwhousing.org
email: info@nwhousing.org
fax: 503-654-1319

January 11, 2011

To Whom It May Concern:

Northwest Housing Alternatives was recently awarded a grant from the East Portland Action Plan to host a community event in the Spring of 2011.

For this project, automobile transport is not applicable. As a result, we are requesting that the required proof of automobile insurance be waived.

Please let me know if you have any further questions.

Thank you,

Ashley Blake
Resident Services Coordinator
Northwest Housing Alternatives
503-654-1007 x105
blake@nwhousing.org

184430

www.saif.com

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

EAST PORTLAND NEIGHBORHOOD OFFICE
OFFICE OF NEIGHBORHOOD INVOLVEMENT
ATTN: LORE WINTERGREEN
1017 NE 117TH AVE.
PORTLAND, OR 97220

APPROVED AS TO FORM

Paula Nguyen
CITY ATTORNEY

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
424164	04/01/2010 to 04/01/2011	02/02/2011

INSURED:

NORTHWEST HOUSING ALTERNATIVES INC
2316 SE WILLARD ST
MILWAUKIE, OR 97222-7740

BROKER OF RECORD:**LIMITS OF LIABILITY:**

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	each employee
Body Injury by Disease	\$500,000	policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:**IMPORTANT:**

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

AUTHORIZED REPRESENTATIVE

Brenda JP Rockhill

President and CEO

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

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE

**MAIL TO:**

NORTHWEST HOUSING ALTERNATIVES INC
2316 SE WILLARD ST
MILWAUKIE, OR 97222-7740

CERTIFICATE HOLDER:

EAST PORTLAND NEIGHBORHOOD
OFFICE
OFFICE OF NEIGHBORHOOD
INVOLVEMENT
ATTN: LORE WINTERGREEN
1017 NE 117TH AVE.
PORTLAND, OR 97220

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BROKER OF RECORD:

APPROVED AS TO FORM

Linda Nguyen
CITY ATTORNEY

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President and CEO

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

GRANT AGREEMENT NO.

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

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

184430



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/1/2011

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 JD Fulwiler & Co. Insurance, Inc. 5727 SW Macadam Ave PO Box 69508 Portland OR 97239		CONTACT NAME: Dana Rheault PHONE (A/C, No, Ext): (503)293-8325 FAX (A/C, No): (503)293-5418 E-MAIL ADDRESS: drheault@jdfulwiler.com PRODUCER CUSTOMER ID #: 00022163	
INSURED Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie OR 97222		INSURER(S) AFFORDING COVERAGE INSURER A: American Family Home INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 10/11 GL, AL, UMB **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			2CA5CP000000200	12/1/2010	10/1/2011	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
			\$ 100,000				
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$ 10,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 3,000,000
							PRODUCTS - COMP/OP AGG
							\$ 3,000,000
A	AUTOMOBILE LIABILITY			2CA5CA000000200	12/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							PROPERTY DAMAGE (Per accident)
							\$
							Medical payments
							\$ 5,000
							Underinsured motorist BI single
							\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		2CA2FF000000500	12/1/2010	10/1/2011	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$ 3,000,000
	DEDUCTIBLE						AGGREGATE
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$ 3,000,000
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

APPROVED AS TO FORM

CITY ATTORNEY

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

RE: 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions

CERTIFICATE HOLDER

Office of Neighborhood Involvement
 East Portland Neighborhood Office
 1017 NE 117th Avenue
 Portland, OR 97220

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

Dana Rheault/SMORE

Dana A. Rheault

ACORD 25 (2009/09)
 INS025 (200909)

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GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and **East Portland Neighbors, Inc.** in an amount not to exceed \$20,409.00.

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 2010 - 2011 Grants Program received 31 grant applications for a total request of \$125,548. We had \$54,301.60 to allocate. A successful application was required to address an item in the Action Plan.

The duly designated six-person EPAP Grants Review Committee, in accordance with the EPAP Prioritization Criteria established in 2008 (with special consideration given to the following criteria: Community building projects leading to more community involvement; Low cost/high impact; Leverage resources and partners involved in the EPAP process; Broad visibility; and Spread out through geographic area), awarded **East Portland Neighbors, Inc.** with an allocation of **\$20,409.00** for the following seven (7) proposals:

Glenfair neighborhood Association MAXaction: Addresses the following EPAP items: PS.5.2 Provide enhanced security in Park and Ride lots such as patrolling, lighting, maintenance; PS.1.3; PS.5.3 + .4; PS.6.1 + .4; CB.4.3; T.1.6 + .7; CM.1.1; and CM.2.2. The project will provide: equipment for Foot Patrol and Clean-up Crew volunteers who will address MAX station area safety and cleanliness issues that were established as priorities through 1,000 survey responses.

Centennial Community Association – AmeriCorps: Addresses the following EPAP items: CB.1.5 Provide full/additional resources for community organizing efforts that support ongoing community building and development work; CB.3.1; and CB.6.2. The project will provide: partial AmeriCorps match funds, materials, and event supplies to support a position to do Asset Based Community Development in the Centennial Community Association's neighborhood by facilitating and connecting neighbors to identify, plan, and implement activities that make their neighborhood a better place to live.

East Portland Website Committee RSS Feed for East Portland Neighborhood Association Webpages: Addresses the following EPAP items: CB.5.3 Inventory East Portland's unique assets and create a long-term marketing media campaign to publicize; include development of website; and CB.1.1 + .2. .4. The project will provide: personnel to establish an RSS feed which will support communications to all East Portland Neighborhood Coalition members and affiliates for use on the shared webpage. It will allow each website administrator to subscribe and post various web feeds, thus providing up-to-the-date information, and visibility to East Portland events and news.

East Portland Graffiti Clean-Up: Addresses the following EPAP items: PS.4.3 Initiate and sustain a targeted graffiti clean up of key East Portland areas and PS.4.4 Develop an on-going adopt-a-block graffiti removal program. The project will provide: supplies and a stipend for the Integrated Sustainability Coordinator to oversee and expand East Portland monthly – quarterly graffiti clean-up in 10 additional neighborhoods, with their own graffiti coordinators.

The Iraqi Society of Oregon Social Adjustment and Integration of Iraqi Population in East Portland: Addresses the following EPAP items: CB.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, partnerships, etc.; CB.1.3 + .5; CB.3.3; and CB.6.2. The project will provide: personnel, materials, event support, and participant support to build a psychosocial framework to engage Iraqi refugees and include them as active residents in East Portland through three elements: cultural orientation; tools for healthy psychosocial adjustment; and meeting other populations to build integration and intercultural exchange.

Powellhurst-Gilbert Neighborhood Association General and Share Fair Support for the East Portland Exposition: Addresses the following EPAP items: CB.1.3 Create an annual event to celebrate the ethnic cultures of East Portland and CB.1.2. The project will provide: event related materials for the two-day East Portland Exposition, which brings together a Multicultural Share Fair, community resources, Movies In the Park, and Sunday Parkways to provide celebration and broad visibility of East Portland strengths city-wide.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

To be provided through **East Portland Neighbors, Inc.**

Glenfair neighborhood Association MAXaction - \$524.00:

- Purchase of 20 florescent Safety Vests, 10 orange buckets, and 10 pick-up grippers for use by the **MAXaction** volunteer Foot Patrol and Clean-up Crews
- A photograph of a project activity with a completed EPAP Evaluation form
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

Centennial Community Association – AmeriCorps - \$2,800:

- Involve Centennial residents in the targeted Ritlow Alder area by coordinating community walking and asset mapping
- Link neighbors to address self-identified needs
- Organize, convene, and host citizen groups in targeted areas to begin to know and appreciate each other
- Link citizens to existing programs and services related to self-identified needs
- Interview individual residents about their lives and dreams
- Build resident leadership in taking action on community improvement projects
- Coordinate residents as they work together on projects that have been prioritized by the community
- A photograph of a project activity with a completed EPAP Evaluation form
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

East Portland Website Committee RSS Feed for East Portland Neighborhood Association Webpages - \$742.00:

- Develop a web-based system that establishes the ability of East Portland Neighborhood Office (EPNO) webpage administrators to incorporate RSS feeds
- Train EPNO administrators in utilization of this tool
- A photograph of a project activity with a completed EPAP Evaluation form
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

East Portland Graffiti Clean-Up - \$4,043.00:

- Purchase materials and food to support the expansion of the East Portland Graffiti Clean-Up program to 10 new East Portland Neighborhood Association areas
- Set-up, support and establish graffiti coordinators for monthly – quarterly graffiti clean-up programs in 10 new East Portland Neighborhood Association areas
- Coordinate reporting of graffiti, tracking graffiti, and City of Portland supplies donation for the newly established graffiti coordinators
- A photograph of a project activity with a completed EPAP Evaluation form
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

The Iraqi Society of Oregon Social Adjustment and Integration of Iraqi Population in East Portland - \$4,100:

- Compile a single reference source for available resources in Arabic and English languages to be disseminated in a comprehensive manual, vial online website, and in a periodic bulletin
- Hold six one-day long workshops with an attendance of 30 – 60 people from a range of ages and genders
- Provide four Cultural and Psychosocial workshops that will cover the following: Life in America-A Comprehensive View; Self-Sufficiency and Finances; The Lawful Community; and Trauma and Adjustment

- Provide two Intercultural Exchange Workshops that will cover the following: Civil Community Mindset and Building a social attitude of Inclusiveness
- Organize an Iraqi cultural night with music, theatrical presentation and art exhibition, that will fully or partially be incorporated with the East Portland Exposition
- A photograph of a project activity with a completed EPAP Evaluation form
- Documentation of activities and progress on the EPAP website Action Plan update page: www.eastportlandactionplan.org/updates

Powellhurst-Gilbert Neighborhood Association General - \$4,100.00 and Share Fair - \$4,100.00 Support for the East Portland Exposition – Total = \$8,200.00:

- Hold a two-day East Portland Exposition event to celebrate the diversity of East Portland and draw participation city-wide with an attendance of 15,000
- Provide a forum for business and community organizations to conduct outreach
- Provide a strong platform and showcase for engaging and cultivating relationships among cultural groups through the Multicultural Share Fair component
- Partner with Movies in the Park and Sunday Parkways (as is viable)
- A photograph of a project activity 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: This project will be promoted through identification of the City of Portland East Portland Action Plan in all the above identified project related **East Portland Neighbors, Inc.** materials, on all outreach materials and in presentations, and will be acknowledged in any promotional materials or events.
- B. Records: Grantee will maintain all records for the program, including dated meeting sign-in attendance sheets, expense receipts, and a completed “**2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM**” including pictures. All records regarding the program, as well as general organizational and administrative information, will be made available to the CITY Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The CITY Grant Manager for this grant is Lore Wintergreen, or such other person as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The CITY Grant Manager or their designee is authorized to amend the terms and conditions of the grant provided such changes do not increase the City’s financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

F. Reports: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

1. A final written report outlining project accomplishments due by December 31, 2011, including:
 - a. Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.
 - b. A final cost accounting of expenditures under this grant agreement. If GRANTEE received funds in advance which exceed actual expenditures under this agreement, all such funds shall remain property of the City and shall be returned to the City with the final cost accounting.
 - c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: www.eastportlandactionplan.org/updates

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$20,409.00 upon execution of this grant agreement.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- C. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination

EXHIBIT L

and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other

pending matters are closed.

- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. **INDEMNIFICATION.** GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. **WORKERS' COMPENSATION INSURANCE.**
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 - 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance should a renewals of said insurance occur.
- J. **LIABILITY INSURANCE.**
 - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy

beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- K. **GRANTEE'S CONTRACTORS AND ASSIGNMENT.** If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. **INDEPENDENT STATUS OF GRANTEE.** GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. **CONFLICTS OF INTEREST.** No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. **OREGON LAWS AND FORUM.** This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court

having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- O. **COMPLIANCE WITH LAWS.** In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. **INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the CITY Grant Manager within thirty days of their completion.
- Q. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. **INTEGRATION.** This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. **PROGRAM AND FISCAL MONITORING.** The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. **ASSIGNMENT:** This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. **ELECTRONIC MEANS:** The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

W. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of December 31, 2011.

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

Feb. 3, 2011
Date

Grant No _____
Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director Date

Approved as to form
by City Attorney:

Office of City Attorney Date

Approved
by City Auditor:

Office of City Auditor Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 25 2006

EAST PORTLAND NEIGHBORS, INC.
735 SE 106TH AVENUE
PORTLAND, OR 97216

Employer Identification Number:
93-0959838

DLN:
606158253

Contact Person:
JOHN J KOESTER

ID# 31364

Contact Telephone Number:
(877) 829-5500

Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated September 14, 1995, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

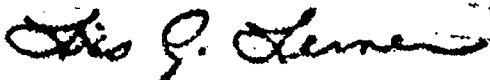
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.


City Project Manager Signature

02.04.11
Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - ☒ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☒ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☒ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☒ D. Labor or services are performed only pursuant to written contracts;
 - ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.


Contractor Signature

Feb. 3, 2011
Date

Grant Insurance Requirements

INSURANCE (The Grant Manager must answer and initial 2, 3, and 4 below)

During the term of this grant agreement Grantee shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (grantees with one or more employees, unless exempt under ORS 656.027).

2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this grant agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Grantee's services to be provided under this Grant agreement:

3. ☒ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : X DA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this grant agreement. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the grant agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, grantee shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

Portland OR 97220

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

APPROVED AS TO FORM

Linda Henry
 CITY ATTORNEY 6f

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

The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies due to non payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE
 Kim Hutchinson/KIM

Kim Hutchinson