Exhibit A

East Portland Action Plan 2010 - 11 Grant Funded Projects

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

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	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.	MAX <i>action</i> 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		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 + .24.	RSS Feed for the East Porland 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	East Portland Graffiti Clean-up will provide: supplies and a stipend	\$4,043.60
	Neighbors: PS.4.3	for the Integrated Sustainability Coordinator to oversee and expand	\$ 1,0 10.00
	and PS.4.4.	East Portland monthly – quarterly graffiti clean-up in 10 additional	
East Portland		neighborhoods, with their own graffiti coordinators.	
Neighbors			
	The Iraqi Society	Social Adjustment and Integration of Iraqi Population in East	\$4,100
	of Oregon	Portland will provide: personnel, materials, event support, and	. ,
	(IQSOR): CB.2.3;	participant support to build a psychosocial framework to engage Iraqi	
	CB.1.3 + .5; CB.3.3;		
	and CB.6.2.	through three elements: cultural orientation; tools for healthy	
East Portland		psychosocial adjustment; and meeting other populations to build	
Neighbors		integration and intercultural exchange.	
	Powellhurst-	General Support for the East Portland Exposition will provide:	\$4,100
	Gilbert	event related materials for the two-day East Portland Exposition,	
	Neighborhood	which brings together a Multicultural Share Fair, community	
	Association:	resources, Movies In the Park, and Sunday Parkways to provide	
East Portland	CB.1.3 and CB.1.2.	celebration and broad visibility of East Portland strengths city-wide.	
Neighbors			
	Powellhurst-	Multicultural Share Fare (A component of the East Portland	\$4,100
	Gilbert	Exposition) will provide: event related materials for the two-day East	
	Neighborhood	Portland Exposition, which brings together a Multicultural Share Fair,	
	Association:	community resources, Movies In the Park, and Sunday Parkways to	
East Portland	CB.1.3 and CB.1.2.	provide celebration and broad visibility of East Portland strengths city	
Neighbors		wide.	

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 lowincome 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:

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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 B

- 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.
 - Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

III. PAYMENTS

c.

- 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.

- 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 selfinsured 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 B

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):OPAL					
Address: 2407 SE 49th AVE, PORTLAND OR 97206					
Employer Identification Number (EIN) 20-2782595					
City of Portland Business License #					
Citizenship: Nonresident alien 🔨 YesNo					
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:

 $\frac{2/3}{\text{Date}}$ Signature Ostan THAN Name Di Rector Title

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	
- Ban Reess	a chulu
Office of City Attorney CITY ATTORNEY	Date
Approved	
by City Auditor:	

Office of City Auditor

Date

DEPARTMENT OF THE TREASURY

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

Date: SEP 1 3 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)

P.

	-		782595	Page 11
	-	art X Public Charity Status (Continued)		
	e f	 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 operated by a governmental unit. 	owned or	
	g	g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in of contributions from publicly supported organizations, from a governmental unit, or from the general	the form public.	Ø
	h	h 509(a)(2)an organization that normally receives not more than one-third of its financial support from investment income and receives more than one-third of its financial support from contributions, men fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).	gross nbership	
-	, i	A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like decide the correct status.	e the IRS to	
	6	selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible	a to receive.	
	a	a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 650 the Code you request an advance ruling and agree to extend the statute of limitations on the assessmexcise tax under section 4940 of the Code. The tax will apply only if you do not establish public supp at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advargeers to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse	nent of ort status ance ruling or limit	
		the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, Extending the Ta Assessment Period, provides a more detailed explanation of your rights and the consequences of the you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or b toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you v otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an ruling.	choices y calling would	•
		Consenting market of the second se	Pavinnekso	der
		For Organization		
			1/.(.o./.e.;	Σ
		Automatical Jonarcus Stag (Date) (Signeture of Officer, Director, Trustee, ar other suchorized official) (Type or print name of signer) (Date) For Director, Exempt Organizations (Type or print title or authority of signer) SEP 1 3 200		
		(Signeture of Officer, Director, Trustee, or other authorized official) Ear Director, Expand Operationsian Ear Director, Expand Operation Ear Director, Expand Operation		
	2	Automatical Jonarcus Stag (Date) (Signeture of Officer, Director, Trustee, ar other suchorized official) (Type or print name of signer) (Date) For Director, Exempt Organizations (Type or print title or authority of signer) SEP 1 3 200	6 	
) { t	Automatical Jonarcial (Type or print name of signer) (Date) Signeture of Officer, Director, Trustee, or other suthorized official (Type or print name of signer) (Date) For Director, Exempt Organizations SEP 1 3 200 By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) Grade 11 (10 (6 Structure)) 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) Comparizations Step 1 3 200 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) Comparizations Comparizations 11 (10 (6 Structure)) By Date 11 (10 (6 Structure)) Grade 11 (10 (6 Structure)) 10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (6 onths and tecked box 5 above,	
) 9 8 8	Automatical Jonarcial (Type or print name of signer) (Date) (Type or print name of signer) (Date) (Date) Co - D 1RE crock (Date) (Type or print title or authority of signer) (Date) For Director, Exempt Organizations SEP 1 3 200 By Date 11 (10 (6.5) Request for Definitive Rüling: Check this box if you have completed one tax year of at least 8 full m you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you on 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. If you che	6 onths and lecked box 5 above, tion whose	
) 9 8 8	And Andrews of Officer, Director, Trustee, or other entropy of official Janary Orac (Date) (Steperure of Officer, Director, Trustee, or other entropy of official) (Type or print trustee of signer) (Date) CO - D (RE CTOR) (Date) CO - D (RE CTOR) (Type or print trustee or authority of signer) (Date) For Director, Exempt Organizations SEP 1 3 200 By Date 110 (o 5 By Date 110 (o 5 For Definitive Rüling: Check this box if you have completed one tax year of at least 8 full m you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you official in 5 above. Answer line 6b(i) if you checked box h in line 5 above. If you checked box 1 in line 5 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 organizagilis 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 an Expenses, attach a list showing the name of and amount, received from each disqualified person and amount is an amount are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues an Expenses, attach a list showing the name of and amount received from each disqualified person and amount is the owing the name of and amount	6 onths and becked box 5 above, tion whose and con. If the es, attach son, whose	

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

02,03.1 Date

184430

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;
- 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 <u>four or more</u> of the following circumstances exist. Contractor check four or more of the following:

Α

C.

D.

F.

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;

Telephone listing and service are used for the business that is separate from the personal residence listing and service used

- \checkmark
- Labor or services are performed only pursuant to written contracts;

by an individual who performs the labor or services;

- E. Labor or services are performed for two or more different persons within a period of one year; or
 - 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

 $\frac{2/3}{11}$

REV 01/07 - Same as Exhibit B in PTE contract

Grant Insurance Requirements

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

Required and attached

2.

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

Waived by City Attorney :

- 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).
 - 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. NA Required and attached or Waived by City Attorney: DH please wawe

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_____

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.

REV 05/08

RODU	CER	Rhodes Insurance Agency			THIS CEF	TIFICATE IS ISS	UED AS A MATTER O	F INFORMATIO
		2202 Cove Avenue #C			HOLDER	ID CONFERS N	O RIGHTS UPON THI ATE DOES NOT AME	E CERTIFICA
		P.O. Box 668 La Grande	OR	97850	ALTER TI	HE COVERAGE	AFFORDED BY THE PO	DLICIES BELO
		(541) 963-3212	Un	97650				
SURE						AFFORDING COV		NAIC #
JUNE	.0	Opal			INSURER A: AIII	ance of Nonprofits	for Insurance	
		Organizing People- Activatir	ig Leaders		INSURER B:			
		2407 SE 49th Avenue Portland	<u></u>		INSURER C:			
		romano	OR	97206-	INSURER D:			
OVE	RAGE	ES			INSURER E:			
MAY	PERT	NES OF INSURANCE LISTED BE VIREMENT, TERM OR CONDITI AIN, THE INSURANCE AFFORD AGGREGATE LIMITS SHOWN M	DRY THE POLIC	TRACT OF OTHE				
R INS	มาย	TYPE OF INSURANCE		NUMBER		POLICY EXPIRATION DATE (MM/DD/YYYY)	1 44117	~
		NERAL LIABILITY	2010-23147	HOMBEN	04/21/2010	04/21/2011	LIMIT EACH OCCURRENCE	s 1,000,000
>	< X	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Fa occurrence)	\$ 1,000,000 \$ 500,000
		CLAIMS MADE X OCCUR					MED EXP (Any one person)	\$ 20,000
					•		PERSONAL & ADV INJURY	\$ 1,000,000
	<u> </u>						GENERAL AGGREGATE	\$ 1,000,00
	GEN	V ^I L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LIECT LOC					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUT	OMOBILE LIABILITY ANY AUTO				-	COMBINED SINGLE LIMIT (Ea accident)	\$
		ALL OWNED AUTOS SCHEDULED AUTOS		DOROVED	ASTOFO	RM	BODILY INJURY (Per person)	\$
		HIRED AUTOS NON-OWNED AUTOS	E E	L. A	Bene	a DWY	BODILY INJURY (Per accident)	\$
			(OM&	AS TO FO	Ø	PROPERTY DAMAGE (Per accident)	\$
		IAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
	\vdash	ANY AUTO					UTHEN THAN	\$
	+						AUTO ONLY: AGG	\$
		OCCUR	•				EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE				-		\$
		DEDUCTIBLE				}	1	\$
		BETENTION \$						\$
	RKERS	COMPENSATION		· · · · · · · · · · · · · · · · · · ·	****		WC STATU- OTH-	\$
		OVERS' LIABILITY				ŀ		•
OFF (Ma	ICER/MI ndatory	RIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	<u>s</u>
If ye SPE	s, descri	ibe under ROVISIONS below				r	E.L. DISEASE - POLICY LIMIT	¢
i City	ION OF	OPERATIONS / LOCATIONS / VEHICLI Thand, its officers, agents and	emplovees are r	named as addition	INT / SPECIAL PROVIS			or the named
irea.	Subje	ct to policy terms, conditions, of cancellation applies due to	limitations, and e	exclusions.				
TIF	ICATE	EHOLDER	·		CANCELLATI	ON		AI 000
	C	City of Portland City Auditor Office I221 SW 4th Avenue			DATE THEREOF, NOTICE TO THE (THE ISSUING INSUREI CERTIFICATE HOLDER	D POLICIES BE CANCELLED BE R WILL XKODXXXXXX MAIL NAMED TO THE LEFT, BUT FAI Y OF ANY KIND UPON THE INSI	30 DAYS WRITT LURE TO DO SO SH/
		Portland		8 97204-	REPRESENTATIV		OF ANT KIND UPON THE INST	UNCH, ITS AGENTS
	, i		U. OF	<i>JIL</i> U+*	AUTHORIZED REPI		rile P-Pluster	
		009/01)				////	RD CORPORATION. AI	

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.

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:

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 form 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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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 \$4,612.00 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.

- 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

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

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 pri	nt):					
Address:		$\mathcal{O}_{\mathcal{D}}$	A 2 C	- ~ ~ D		
Employer Identif	ication Number (EIN) _	80-	025	52850		
City of Portland I	Business License #					
Citizenship:	Nonresident alien	Yes	No			
Business Designa	tion (check one):	_ Individua	l	_ Sole Proprietorship	Partnership	Corporation
Limited Lia	ability Co (LLC)	_Estate/Tr	ust	_ Public Service Corp.	Government/No	onprofit

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.

this agreement.		()
Approved by the Grantee:	1 CL	13411
	Rev Joseph Santos-Lyons	Date
	Reit Joseph Suntos-Lyons Name	
	Coordinator	
	Title	

Grant No _	
C	
Grant Title:	
orant rine.	

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Date

Approved as to form by City Attorney:

APPROVED AD TO FORM 2/11/2011 CITY Date

Approved by City Auditor:

Office of City Auditor

Office of City Attorney

Date

DEPARTMENT OF THE TREASURY

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

Date: OCT 8 2019

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

Employer Identification Number	er:	
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

Letter 947 (DO/CG)

Enclosure: Publication 4221-PC

···· : · _· · . :

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)

SECTION A

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

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

Contractor Signature	12	Date(31	11	Entity	APANO
	1	1				

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:

- 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;
- 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;
- 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 <u>four or more</u> of the following circumstances exist. Contractor check four or more of the following:

A. B. C.

- 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;
- 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;

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:

- Labor or services are performed only pursuant to written contracts;
- Labor or services are performed for two or more different persons within a period of one year; or

REV 01/07 - Same as Exhibit B in PTE contract

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		Da		
			1999 - Alexandria 1997 - Alexandria 1997 - Alexandria	
			•	

REV 01/07 - Same as Exhibit B in PTE contract

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 of services to be provided.

Contractor Signature

F.

L [3]L] Date

REV 01/07 - Same as Exhibit B in PTE contract

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. *[W*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: Dt see warren 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_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.

				5 ×	18	4430
ACORD [®] CERTIF	ICATE OF LIA	BILITY IN	ISURA	NCE		(MM/DD/YYYY) 1/2011
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVEL BELOW. THIS CERTIFICATE OF INSURA EPRESENTATIVE OR PRODUCER, AND T	Y OR NEGATIVELY AMEND, NCE DOES NOT CONSTITU	EXTEND OR ALT	TER THE CO	VERAGE AFFORDED E	зү тн	E POLICIES
IMPORTANT: If the certificate holder is an the terms and conditions of the policy, cert certificate holder in lieu of such endorseme	tain policies may require an e	policy(ies) must b ndorsement. A sta	e endorsed. itement on th	If SUBROGATION IS W his certificate does not c	AIVED	, subject to rights to the
PRODUCER		INAME,	e Nathani			
Gales Creek Insurance Service 800 NW 6th Ave., Suite 335	es Inc.	PHONE (A/C, No, Ext): (503 E-MAIL ADDRESS:	227-0491	FAX (A/C, No):	(503)2	27-0927
Portland, OR 97209		PRODUCER CUSTOMER ID #:0000	9480	······································		
						NAIC #
INSURED		INSURER A ALLIA	nce of N	onprofits for In	ns	
Asian Pacific American Networ	k of Oregon	INSURER C :				
PO Box 6552		INSURER D :				
Portland		INSURER E :				
COVERAGES CERTIFIC	CATE NUMBER:CL1113105	INSURER F :769		REVISION NUMBER:		L
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIN CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH POLI	REMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD CIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRAC ED BY THE POLICI BEEN REDUCED B	t or other Es describe Y paid claim	DOCUMENT WITH RESPE	ECT TO	WHICH THIS
	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
A CLAIMS-MADE X OCCUR X	2010-28659	9/1/2010	9/1/2011	PREMISES (Ea occurrence) MED EXP (Any one person)	s s	20,000
				PERSONAL & ADV INJURY	\$	1,000,000
				GENERAL AGGREGATE	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
AUTOMOBILE LIABILITY	ADDDAN	TED AS TO FO	DRM	COMBINED SINGLE LIMIT	s	
ANY AUTO				(Ea accident) BODILY INJURY (Per person)	\$	
ALL OWNED AUTOS	The.	LA MER YATTORNEY	See Contraction	BODILY INJURY (Per accident)	\$	
HIRED AUTOS		T ATTYNENE	low	PROPERTY DAMAGE (Per accident)	\$	
NON-OWNED AUTOS		A FRE & CRACK	<i>Vn</i>		\$	
UMBRELLA LIAB OCCUR					\$	
EXCESS LIAB CLAIMS-MADE				EACH OCCURRENCE AGGREGATE	\$	
DEDUCTIBLE					\$	
RETENTION \$					\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	754052	9/1/2010	09/1/2011	X WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	1	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACOPD 101 Additional Romark	Schodula if more spee				
The City of Portland, its officers, coverage as a funding source for the 10 day notice of cancellation applie	agents and employees ar named insured. Subject	e named as add to policy term	itional in	sured for general l ions, limitations,	iabil and e	lity exclusions.
CERTIFICATE HOLDER	······································	CANCELLATION				
East Portland Action Plan	n Advocate		N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
Office of Neighborhood Ir		AUTHORIZED REPRES	ENTATIVE			
East Portland Neighborhoo 1017 NE 117th Ave	Ju ULLICE					
Portland, OR 97220		C Nathanielsz	CLEONI	Ch.	×	<u>}</u>
ACORD 25 (2009/09)		© 19	88-2009 AC	ORD CORPORATION.	All rig	hts reserved
INS025 (200909) Th	ne ACORD name and logo a	re registered mark	s of ACORE)		

Page 1 of 1

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 | <u>www.apano.org</u> Would you speak out for your community? Be a Legislative Captain!

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

184430

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

- 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: <u>www.eastportlandactionplan.org/updates</u>

III. PAYMENTS

1.

- 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

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 selfinsured 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.

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 DA	TA, CERTI	FICATION, ANI) SIGNATURE	
Name (please print): <u>P</u> Address: <u>48</u>			10 OR 97266		
Employer Identification N	Number (EIN) <u>94-31</u>	2.3483	~~~~		
City of Portland Business	s License #				
Citizenship: Nonre	esident alien Ye	s No			
Business Designation (cho	eck one): Indi	vidual	_Sole Proprietorship	Partnership	Corporation
Limited Liability C	o (LLC) Esta	te/Trust	Public Service Corp.	Government/Nonp	rofit

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:	Jom Dellanci	8/18011			
	Signature	Date			
	om Del Savio				
	Name				
	DIRECTOR of DEVELOPMENT				
	Title				

Grant No	
Grant Title:	

CITY OF PORTLAND SIGNATURES

APPROVED AS TO FORM

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Date

Approved as to form by City Attorney:

Office of City Attorney

CITY ATTORNEY OPH 2/11/2011 Date

Approved by City Auditor:

Office of City Auditor

Date

Internal Revenue Service

District Director

Portland Youthbuilders 5432 N. Albina Ave. , Portland, Or. 97217 Department of the Treasury

P.O. Box 2350, Los Angeles, Cellf. 90353

Person to Contact: J. Teague Telephone Number: (213) 894-2336 Refer Reply to: EO (0306) 96 Date: March 28, 1996

EIN: 94-9123483

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 Orde, because it is an organization described in Section 170(b)(1)(A)(vi).

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

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

lincerely. 1 Laque

J. Teague Disclosure Assistant

Depart	W-9 November 2005) ment of the Treasury I Revenue Service	Identi	Reques Ification Nu	t for Taxpa Imber and (iyer Certif	ication	Give form to the requester. Do not send to the IRS.
ŝ		on your income tax return)					
page	Portland Youti		_				
Б	Business name, if	different from above					
Print or type Specific Instructions	Check appropriate		Corporation	Partnership	Z Other	Nonprofit Cor	Exempt from backup withholding
Print .	Address (number 4816 SE 92nd /	street, and apt. or suite no.) Avenue				Requester's name and	
Ē	City, state, and ZI	code					
bed	Portland, OR 9	7266					
See S	List account numb	er(s) here (optional)					
Par	Тахрауе	r Identification Nur	nber (TIN)				·····
Enter	your TIN in the app p withholding. For	propriate box. The TIN print individuals, this is your s	ovided must match octal security num	h the name given o ber (SSN). However	n Line 1 t 1. for a res	o avoid Social sec	unity number

backup withholding. For individuals, this is your social security number (SSN), however, for a resident alian, 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.

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 morigage interest paid, acquisition or abendonment 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.)

Cat. No. 10231X

Sign		Δ		 	
Here	Signature of	John	al an i		
nere	U.S. person 🕨	YIM	2 Nomina	Data 🏲	71

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TN) 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.

 $_{\odot}$ For federal tax purposes, you are considered a person if you are:

Date ► 7/1/09

 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 partner and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partner ship to enducing 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 to mome.

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,

Form W-9 (Rev. 11-2005)

or

9 4 4 3 1 2 3 4 8 3

Employer identification number

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 DUGOVEU	Date 2/1/2011	Entity CATLAND	OUTHBULLOERS
Λ			

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;
- 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 <u>four or more</u> 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

REV 01/07 - Same as Exhibit B in PTE contract

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. <u>TOS</u> 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. <u>TOS</u> 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. $\underline{1()5}$ Required and attached or Waived by City Attorney: $\underline{X} \rho H$

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.

www.saif.com

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

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

APPROVED AS TO FORM

The La Pheny OH

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\$500,000each accidentBodily Injury by Disease\$500,000each employeeBody Injury by Disease\$500,000policy 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 Rect

President and CEO

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

Policy_Certificates_CertificateOfInsurance

(marries	8	Å.		3	0
ter Sein	·	19.64	1.000	1.00	1.1

X COMMERCIAL GENERAL LIABILITY X 2CA2CF0000003-00 10/1/2010 10/1/2011 MAGE TO RENTED Reaccurrence) \$ A CLAIMS-MADE X OCCUR X 2CA2CF0000003-00 10/1/2010 10/1/2011 MED EXP (Any one person) \$ GEN/L AGGREGATE LIMIT APPLIES PER: X POLICY PRO Loc X PROUCTS - COMPIOP AGG \$ 2,1 AUTOMOBILE LIABILITY Loc CITY ATT ORNEY OH COMBINED SINGLE LIMIT \$ 1,0 X ANY AUTO X ALL OWNED AUTOS X 2CA2CA0000002-00 10/1/2010 10/1/2011 BODILY INJURY (Per person) \$ NON-OWNED AUTOS NON-OWNED AUTOS X 2CA2CA0000002-00 10/1/2010 10/1/2011 BODILY INJURY (Per accident) \$ UMBRELLA LIAB X OCCUR X 2CA2FF0000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ 1,0	THE POLICIES AUTHORIZED	CATE HOLE D BY THE ER(S), AUT	E AFFORDED JING INSURE	OVERAGE	ER THE CO BETWEEN	CONTRACT	D, EXTI UTE A	NFORMATION ON GATIVELY AMEN S NOT CONSTIT FICATE HOLDER	NCE HE C	SUR/	CATE OF IN PRODUCER, A	ERTIFI 'E OR F	V. THIS CE	ELO	R
JD Fulwiler & Co. Insurance, Inc. JAME Meault 5727 SW Macadam Ave Dana Rheault 5727 SW Macadam Ave Dana Rheault 700 Dox 6506 Dortland OP Dox 6506 Dortland Portland OR 97239 NUMBER Medical Gal California Portland OR 97266 Portland OR 97267 Portland Order Portland Portland OR 97266 Portland Order Portland	ED, subject to er rights to the	WAIVED, s	OGATION IS V cate does not	. If SUBRO	ement on t	ement. A sta	endors	NAL INSURED, the second s	аш о	r. cei	s of the policy	runuona	ate holder i	ertifi	<u> </u>
Portland OR 97239 Insulering Afformation Overlage Portland YouthBuilders Insulera Amorican Alternative Ins Corp Portland OR 97266 Portland OR 97266 Coverages CENTRICATE NUMBER 3/ 0/11 dx, AZ, XS REVISION NUMBER: Portland OR 97266 Insurers: Insurers: Insurers: Portland OR 97266 Coverages CENTRICATE NUMBER: 10/11 dx, AZ, XS REVISION NUMBER: Coverages CENTRICATE NUMBER: 10/12 dx REVISION NUMBER: Insurers: Insurers: REVISION NUMBER: Notes: Coverage: REVISION NUMBER: Insurers: Revision: Revision: Revision: Insurers: Revision: Revision: Revision: Insurers: Revision:) 293-5418	io): (503) 293-	FAX (A/C, No) Om	5 viler.com	293-8325 t@jdfulw	_{o, Ext):} (503) ss: drheau	PHON (A/C, N E-MAII ADDR		Inc	ce,			wiler & SW Macad	Fu 27	JD 57:
Portland YouthBuilders Portland OR 97266 Portland Portland	NAIC #				IRER(S) AFFO	INS				239	OR 9'		and		
POPELIAND YOUTBALLIGERS INSURER 0: MADERER 1: INSURER 0: POPELIAND OR 97260 POPELIAND OR 97260 MUMMER 1: INSURER 0: MUDATED. NOTWHISTANDING ANY REQUIREMENT TEM OR ANY CONTRACT OR OTHER DOLUGE NUMBER SUBJECT TO ALL THE DOLICIES OF INSURANCE AFFORDED BY THE POLICIES DESCRIPTION TWITH RESPECT TO MAN CONTRACT ANY DESCRIPTION TO ALL THE DOLICIES DESCRIPTION TWITH RESPECT TO MAN CONTRACT ANY DESCRIPTION TO ALL THE DOLICIES DESCRIPTION TWITH RESPECT TO MAN CONTRACT ANY DESCRIPTION TO ALL THE DOLICIES DESCRIPTION TWITH RESPECT TO MAN DESCRIPTION TO ALL THE DOLICIES DESCRIPTION TWITH RESPECT TO MAN DESCRIPTION TATIONAL LAW MAN WAY TWO DESCRIPTION TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 1, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 2, // DRAWER TO RESPECT TO ALL THE DOLICIES DESCRIPTION S 2, // DRAWER AND DESCRIPTION ALL THE DOLICIES DESCRIPTION S 2, // DRAWER ANY ALL ANY		rp	re Ins Cor	ernative	an Alte										
Portland NESURE p											lders	thBui			
COVERAGE CENTFICATE NUMBER:1011 GL, AL, XS REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF NEXUMANCE LISTED BELOW WAVE BEEN ISSUED TO THE INSURED NAMED ADVERSION OF PORT THE POLICY REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF NEXUMANCE LISTED BELOW WAVE BEEN ISSUED TO THE INSURED NAMED ADVERSION OF PORT THE POLICY REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF NEXUMANCE LISTED BELOW WAVE BEEN REDUCED BY ADD CLAMES REVISION NUMBER: CENTIFY AT MAY DE USUBLE OF MANY PERTAIN, THE INSUMANCE AFFORDED BY THO CHARGE NET TO ALL THE EXCLUSIONS ADD OF SUCH OF MUMBER: REVISION NUMBER: CENTIFY AT THE OF NUMBER: POLICY NUMBER: INFINITY REVISION OF ORCE MARK NOD POLICY NUMBER: INFINITY CENTIFY OF WARD RANGE ADDISUMMER POLICY NUMBER: INFINITY A COLUMERCAL LABULTY ADDISUMER: INFINITY INFINITY A COLUMERCAL CENERAL LABULTY APPROVED A S TO FORM INFINITY INFINITY INFINITY A COLUMERCAL CENERAL LABULTY COLUMERCAL CENERAL LABULTY INFINITY INFINITY INFINITY INFINITY INFINITY A COLUMERCAL CENERAL LABULTY X INFINITY INFINITY INFINITY INFINITY INFINITY <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>															
THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURANCE DAMED ABOVE FOR THE POLICY INFORMATION OF ANY CONTRACT OR GIVER DOCUMENT WITH RESPECT TO WHE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE CAPTION OF ANY CONTRACT OR GIVER DOCUMENT WITH RESPECT TO ALL THE EXCLUSIONS OF SOUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN ISSUED CAPTER DOCUMENT WITH RESPECT TO ALL THE EXCLUSIONS OF SOUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN ISSUED CAPTER DOCUMENT WITH RESPECT TO WHE RESULTS OF THE INSURANCE MAY DOWN MAY HAVE BEEN ISSUED CAPTER DOCUMENT WITH RESPECT TO ALL THE EXCLUSIONS OF SOUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN ISSUED CAPTER DOCUMENT WITH RESPECT TO ALL THE EXCLUSIONS OF SOUCH POLICY NUMBER. WEEN REPAIL LABILITY A CALMAGE TO REPAIL LABILITY CONCENTRACT OR FORMED \$ 1, 0/1/2011 CALMAGE TO REPAIL LABILITY A CLAMAS.MADE X OCCUR X ZCA2CP00000029-00 B/1/2010 BODIZY MULTY \$ 1, 0 CERTA CORRECALE DURING AND REDUCTION OF AND THE INSURANCE AND THE INSUR						RF:	INSUR								
CERTIFICATE MAY DE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BAY THANDOLOUR DI DIA HAY DESEMBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY DESCREED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SULF POLICIES AND CONDUCTS INVALUE INTO THE ADDITION OF DESCREED TO MAY PERTAIN, AND THE INSURANCE AFFORDED AS TO FORMAL ADDITIONS AND THE ADDITION OF DESCREED AND AND AND AND AND AND AND AND AND AN					THE WOULD	NI JOOLIED T	AVE DE	LISTED RELOWL	NSUR	S OF	THE POLICIE	Y THAT	TO CERTIFY	HIS IS	HT
TYPE OF INSURANCE ADD_SUB_NOVE POLICY NUMBER POLICY PROF. LAMITS CENERAL LABILITY X CALMMERGAL GENERAL LIABILITY S 10/1/2010 10/1/2010 10/1/2010 ID/1/2010	Policy Period To which this .L the terms,	THE POLIC PECT TO W	D ABOVE FOR NT WITH RESP N IS SUBJECT	DOCUMENT	OR OTHER	TUE DOUGH			AIN, 1 CIES.	PER	UFD OR MAY	BE ISS	CATE MAY	ERTIF	CI EX
X COMMERCIAL GENERAL LABUITY X 2CA2CP0000003-00 10/1/2010 10/1/2011 ID/1/2011 ID/1/20		MITS	LIMI						SUBR WVD	ADDL INSR		F INSUR/	TYPE OF		NSR TR
A CLAIMS-MADE X 2CA2CP0000003-00 10/1/2011 10/1/2011 10/1/2011 APPROVED AS TO FORM APPROVED AS TO FORM S 1, 1 GENULAGGREGATE LIMIT APPLIES PER Loc APPROVED AS TO FORM S Automobile Limit applies per Loc CHIYAITORNEY B Automobile Limit applies per CC CHIYAITORNEY B A ALLOWNED AUTOS X ZCA2CR0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per acodem) \$ BODILY INURY (Per acodem) \$ B HRED AUTOS X ZCA2CP0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per acodem) \$ MARCH NORMED AUTOS X ZCA2CP0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per acodem) \$ MERED AUTOS X ZCA2CPF0000002-00 10/1/2011 10/1/2011 BODILY INURY (Per acodem) \$ Mone MMCOVER AUTOS X ZCA2CPF0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per acodem) \$ MORES COMPENSATION CLAIMS-MADE X ZCA2CPF0000002-00 10/1/2011 EACH OCCURRENCE 1, (MOREMEDOYER COMPENSATION CLAIMS-MADE	1,000,000		ORENCE	EACH OCCUI DAMAGE TO							L LIABILITY				
GENL AGGREGATE LIMIT APPLIES PER. Image: Construct of the second sec	100,000				0/1/2011	10/1/2010	1 E-1 2 M	P0000003-00	4	x					A
Cert Aggregate Lumit APPLIES PER: Image Alexandrow PRODUCTS - COMPIOP AGG \$ 2,1 X POLICY FRC Loc \$ AutoMobile Labellity CITY AT ORNEX \$ X ANY AUTO X 2CA2CA0000002-00 10/1/2010 10/1/2011 COMBINED SINGLE LIMIT \$ A ALL OWNED AUTOS X 2CA2CA0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per socident) \$ BODILY INURY (Per socident) X 2CA2CA0000002-00 10/1/2010 10/1/2011 BODILY INURY (Per socident) \$ WINBRELLA LIAB X OCCUR X 2CA2FF00000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ WINBRELA LIAB X OCCUR X 2CA2FF00000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ 1,0 A RETENTION \$ UMBRELLA LIAB X OCCUR X EACH OCCURRENCE \$ 1,0 MORERS COMPENSATION \$ MACCURRENCE \$ 1,0 A A MORERS COMPENSATION \$ MACURA CLAINS-MACURENTING \$ A A A A A A	1,000,000				RM	is to re	VED /	APPKO							
X POLICY LOC CTIVALUE CONSULT CONSULT \$ AUTOMENE LABILITY CITY ATTORNEY COMBINED SINGLE LIMIT \$ A ALLOWNED AUTOS X 2CA2CA0000002-00 10/1/2011 D/1/2011 BODILY INLURY (Per person) \$ A ALLOWNED AUTOS X 2CA2CA0000002-00 10/1/2010 D/1/2011 BODILY INLURY (Per person) \$ HRED AUTOS X 2CA2CA0000002-00 10/1/2011 D/1/2011 BODILY INLURY (Per person) \$ UMBRELLA LIAB X OCCUR X 2CA2FF0000002-00 10/1/2010 I0/1/2011 EACH OCCURRENCE \$ 1,0 MORMERS COMPENSION X 2CA2FF00000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ 1,0 A RETENTION \$ 10,000 X EACH OCCURRENCE \$ 1,0 MORMERS COMPENSIATION 10,000 X EL. COLANS-MADE \$ \$ MORMERS COMPENSIATION & 10,000 Y/N N/A IN/A IN/A EL. DISEASE - FOLICY LIMIT \$ \$ MORMERS COMPENSIATION & YOPORENT OF PARTIENS & 10,000 Y/N Y/N X/A EL. DISEASE - FOLICY LIMIT	2,000,000				10 Jan 19	Ba	A .	ña			PLIES PER:				
X ANY AUTO X CAT I FAI JURIELY """"""""""""""""""""""""""""""""""""	2,000,000				Å			0000			LOC			_	
ALL OWER DATES ALL OWER DATES SCHEDULED AUTOS ALL OWER DATES HRED AUTOS BODILY INJURY (Per accident) \$ HRED AUTOS Medical payments MON-OWNED AUTOS UMBRELLA LIAB X EXCESS LIAB OCCUR X Z EXCESS LIAB CLAIMS-MADE DEDUCTIBLE S AR ORTHON \$ 10,000 WORKERS COMPENSATION AGGREGATE AND EMPLOYERS LIABILITY S AND EMPLOYERS LIABILITY N/A EL. DISEASE - EA EMPLOYER \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) Che City of Portland, its officers, agents and employees are named as additional insured for general liability Yooverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusion overage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exc	1,000,000	\$ 1) SINGLE LIMIT I)	COMBINED S (Ea accident)	¹ OH	ORNEY	YAI	CIL							7
OUTBOLINOTS PROPERTY DAMAGE HIRED AUTOS Medical payments NON-OWNED AUTOS Medical payments UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE A RETENTION \$ 10,000 NOR OWNEED AUTOS 10/1/2010 MORESCAME SCOMPENSATION AGGREGATE AND EMPLOYERS' LIABILITY 10,000 AND EMPLOYERS' LIABILITY N/A MORESCAME EXCLUDED? N/A MADE EMPLOYERS' LIABILITY N/A DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CESCRIPTION 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 exclusion City of Portland Lore .wintergreen@portlando City of Portland CANCELLATION Lore .wintergreen@portlando Should ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER <					0/1/2011	10/1/2010		A0000002-00	2	x					A
NON-OWNED AUTOS Image: Construction of the second payments Image: Construction of the payment of the pay			DAMAGE	PROPERTY D								UTOS			
UMBRELLA LIAB X OCCUR X 2CA2FF0000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ 1,0 X EXCESS LIAB CLAIMS-MADE X 2CA2FF00000002-00 10/1/2010 10/1/2011 EACH OCCURRENCE \$ 1,0 A RETENTION \$ 10,000 X AGGREGATE \$ 1,0 WORKERS COMPENSATION NORKERS COMPENSATION Y Y N X EL AGGREGATE \$ 1,0 MORKERS COMPENSATION MORKERS COMPENSATION Y N/A Y Y N X Y N Y N Y Y N Y Y N Y Y N Y N Y Y N Y N Y N Y N Y N Y N Y N Y N Y N Y N Y N Y N Y Y N Y N Y N Y N Y N Y N Y Y	5,000			<u> </u>								UTOS	•		
X EXCESS LIAB Image: Construction of the second of th	1,000,000									~	•]	e v			
A DEDUCTIBLE \$ A RETENTION \$ 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTINER/EXECUTIVE Y/N OFFICE/RMEMBER EXCLUDEO? \$ AMY PROPRIETOR/PARTINER/EXECUTIVE Y/N OFFICE/RMEMBER EXCLUDEO? N/A EL.EACH ACCIDENT \$ DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - FA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. 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 exclusion \$ DESCRIPTION OF OPERATION DATE THEREOF, NOTICE WILL BE DELIVER \$ \$ City of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER AccordDANCE WITH THE POLICY PROVISIONS. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B	1,000,000				J/1/2011	10/1/2010		10000002-00	r r	Â	- 00000				
WORKERS COMPENSATION \$ AND EMPLOYERS' LIABILITY WC STATU- TORY LIMITS \$ AND EMPLOYERS' LIABILITY WC STATU- TORY LIMITS \$ ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N MARADE MERE EXCLUDED? N/A EL. CACH ACCIDENT \$ Corprices member excluded? N/A EL. DISEASE - EA EMPLOYEE \$ \$ EL. DISEASE - EA EMPLOYEE \$ \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) \$ \$ \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) \$ \$ \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) \$ \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) \$ \$ City of Portland, its officers, agents and employees are named as additional insured for general liability \$ \$ CERTIFICATE HOLDER CANCELLATION \$ \$ \$ City of Portland Lore, wintergreen@portlando \$ \$ \$ \$ City of Portland Corportland SHOULD ANY	1,000,000		E	AGGREGATE											
ANY PROPRETOR/PARTNER/EXECUTIVE N/A OFFICE/RMEMBEER EXCLUDED? N/A If yes, describe under EL. DISEASE - EA EMPLOYEE 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 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 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 Description of operations / Locations			TATU-	WC STA								SATION	ERS COMPENS	WOR	A
Mandatory in NH; EL. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Che City of Portland, its officers, agents and employees are named as additional insured for general liability soverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusion CERTIFICATE HOLDER CANCELLATION City of Portland ShOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER City of Portland										N/A					
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 soverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusion CERTIFICATE HOLDER CANCELLATION lore.wintergreen@portlando City of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER ACCORDANCE WITH THE POLICY PROVISIONS.					ļ						استنب ا		atory in NH)	(Mano	
Certiand, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusion CERTIFICATE HOLDER CancelLation lore.wintergreen@portlando City of Portland City of Portland		<u> </u> \$	E - POLICY LIMIT	E.L. DISEASE							NO DEIOW	ERATIO	I TON OF UP	0100	
lore.wintergreen@portlando City of Portland City of Portland	lity exclusions	liability and excl	r general li mitations, a	ured for ions, limi		بداداهم مماهر		d employees a	arrent	rs.	its office	land.	or Porti	CIE	ne
City of Portland ACCORDANCE WITH THE POLICY PROVISIONS.				·····		ELLATION	CANC					DER	ATE HOLD	TIFI	<u>>EF</u>
	LED BEFORE ELIVERED IN	CANCELLED BE DELIVE	OTICE WILL D	REOF. NOT	DATE THE	EXPIRATION	IHE				and	Portl	ty of P	C:	
Attn: Lore Wintergreen 1017 NE 117th Avenue Bortland OB 07020				A	ATIVE	IZED REPRESEN	AUTHOR	;e	а UI	-110C en	intergree Avenue	ore W 17th	tn: Lo 17 NE 1	A 1	
Dana Rheault/DANA					2009 4 00	@ 198									100
© 1988-2009 ACORD CORPORATION. All rights re NS025 (200909) The ACORD name and logo are registered marks of ACORD	hts reserved.	All rights r	PORATION. A	JKD CORP(of ACORD	ered marks	re regis	name and logo a) AC	Th		•			

IL 02 79 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART 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

- 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:
 - 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.

IL 02 79 09 08

© ISO Properties, Inc., 2007

- 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:
 - 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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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.

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

c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

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.

- 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 selfinsured 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.

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

5

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.

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 selfinsured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

2.

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.

184430

EXHIBIT E

GRANTEE DATA, CERTIFICATION, AND SIGNATURE
Name (please print): Joe Rossi
Address: 3839 NE12Zud Ave
Employer Identification Number (EIN) 56-2519347
City of Portland Business License #
Citizenship: X Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
Limited Liability Co (LLC) Estate/Trust Public Service Corp. X 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:

<u>2-3-11</u> Date Signature Name on t Title

Grant No	
Grant Title:	· · · · · · · · · · · · · · · · · · ·

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morr	is, Director	Date
Approved as to form by City Attorney:	~	DAS TO FORM SUBJECT TO INSURANCE APPROVAL TTORNEY DH 2/11/11
Office of City Attorney		Date
Approved		

9

by City Auditor:

Office of City Auditor

Date



IRS Department of the Treasury Internal Revenue Service P.O. Box 2508 Cincinnati OH 45201

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

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

SECTION A

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;
- 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.

02-03. || Date City Project Manager Signature

SECTION C

Α.

B.

D.

E. F.

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:
 - 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;
 - 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;
 - Labor or services are performed only pursuant to written contracts;
 - Labor or services are performed for two or more different persons within a period of one year; or
 - 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

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).
- <u>X</u> 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: _____ waiven 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.

		ja se									18	34430
A	C	ÖRD*	CER	ΓIF	FIC	ATE OF LIA	BIL	ITY IN	ISURA	NCE	DATE	(MM/DD/YYYY) /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.												
tl	he t€	erms and conditic	ons of the policy	, cer	tain p	DITIONAL INSURED, the olicies may require an e	policy ndorse	(ies) must be ement. A sta	e endorsed. tement on th	If SUBROGATION IS W	AIVED	, subject to ights 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 (AC, No, Ext): 503-256-2020 FAX (AC, No): 503-255-6253 E-MAIL ADDRESS: gala@chethill-ins.com FAX						
INSURED Parkrose Community Foundation Inc						INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : IES- United States Liability Insurance					NAIC #	
		3839 NE	E 122nd Ave		oun		INSURE	ER C :				
		Portland	OR 97230				INSURI	ERE:				
		RAGES				NUMBER:	INSURE	······································		REVISION NUMBER:	l	
IN C E	NDIC. ERT XCLI	ATED. NOTWITHS	TANDING ANY RE SSUED OR MAY	Equip Pert Poli	REMEI AIN, CIES.	ANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	O THE INSURE OR OTHER I S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPEND HEREIN IS SUBJECT TO	CT TO I	WHICH THIS
		TYPE OF INSL	JRANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X	NERAL LIABILITY								EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	ல ல ல	1,000,000 100,000 5,000
A				Y		NBP1550701		02/07/2011	02/07/2012	PERSONAL & ADV INJURY GENERAL AGGREGATE	, <u>s</u>	2,000,000
	X	N'L AGGREGATE LIMIT	APPLIES PER:							PRODUCTS - COMPIOP AGG Fire Damage COMBINED SINGLE LIMIT	s s	
1	AUT	ANY AUTO	~1							(Ea accident) BODILY INJURY (Per person)	<u>\$</u> S	
		ALL OWNED AUTOS HIRED AUTOS	AUTOS NON-OWNED AUTOS			APPROV	ED A	S TO FO	ORM	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	S S	
	1	UMBRELLA LIAB				The	0 .	There			\$	
		EXCESS LIAB	CLAIMS-MADE			CITY	ζ ΔΤ΄	FORNEY	8	EACH OCCURRENCE AGGREGATE	\$\$	·
		DED RETENTI RKERS COMPENSATIO DEMPLOYERS' LIABILI	N TY						GF	WC STATU- OTH- TORY LIMITS ER	\$	
	ANY	PROPRIETOR/PARTNE	R/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	If ye	ndatory in NH) is, describe under SCRIPTION OF OPERAT								E.L. DISEASE - EA EMPLOYEE		
		SCRIPTION OF OPERAL	ICINS DEIDW							E.L. DISEASE - POLICY LIMIT	5	
Fo	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											
CEI	RTIF	ICATE HOLDER					CANC	ELLATION				
City of Portland OR City Hall 1221 SW 4th Ave					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
· .	Portland OR 97204											
./	© 1988-2010 ACORD CORPORATION. All rights reserved.								ts reserved.			

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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.

BP 04 48 07 02

ISO Properties, Inc., 2001

EXHIBIT F

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.

1

EXHIBIT F

184430

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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.

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

c. Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

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.

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 selfinsured 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.

F.

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.

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.

2.

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 F

18443

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 inter in there Drg anizing
Address: 100 North Killing Sworth street Oportland, or 97217
Employer Identification Number (EIN) $\underline{74 - 3098100}$
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.

02/03/201/ Date Approved by the Grantee: Signature an T Name ne Title

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

<u>2/11/11</u> Date DA Office of

Approved by City Auditor:

Office of City Auditor

Date

9

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

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:

DEPARTMENT OF THE TREASURY

Addendum Applies: No

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)

CENTER FOR INTERCULTURAL ORGANIZING

ncerely 200

- 2 --

Robert Choi Director, Exempt Organizations Rulings and Agreements

Enclosures: Publication 4221-PC

Substitute W-9 Form

02/03/2	oll	
Date Center for	Intercultural	Organizing
	nnt) Killingsworth	st
Address	DR 97217	
City, State, Zip		

CITY OF PORTLAND

Office of Management and Finance

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.

<u>REOUIRED</u>: 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	19121-01019	AL ORGANIZING
	Please Print	
THIS ENTITY IS: (check only one)	Sole Proprietor) PARTNERSHIP MEDICAL CORPORATION INC	VERNMENT (or government ned entity) N-PROFIT/TAX EXEMPT CORPORATED
Part Print Party Party	OTHER	
THIS ENTITY'S TAX I.D EMPLOYER I.D. NUMBE	. NUMBER IS: (complete only one) ER or SOCIAL SI	ECURITY NUMBER
74.3098	100	
Signed Atto	- Title Executive Di	rector Date 02/03/2011
Phone 503-287-4117	FaxE-mail_Kau	1se Einter Cultural organizing. ST
Accounting Division Office of Management & Finan		up dated 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:

- 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;
- 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

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 <u>four or more</u> of the following circumstances exist. Contractor check four or more of the following:

A.

D.

E.

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;

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;

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;

Labor or services are performed only pursuant to written contracts;

Labor or services are performed for two or more different persons within a period of one year; or

REV 01/07 - Same as Exhibit B in PTE contract

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

ØF.

02/03/2011 Date

REV 01/07 - Same as Exhibit B in PTE contract

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:

- Workers' Compensation inswance in compliance with ORS 656.017, which requires subject an ployers 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 :_____

Οĭ

¥

Required and attached

3

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:

Waived by City Attaney: DA please ware

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:

Kequired and attached or Waived by City Attorney :_X____XA

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.

REV 05/08

C SHOW	8	4	Ø.	3	0
*09/6A		1.670	1000	140	1.5

CERTIFICATE OF LIABILITY INSURANCE DATE (MUNDARY) 2/4/2011 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE COVERAGE AFFORDED BY THE POLICIE ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE COVERAGE AFFORDED BY THE POLICIE AUTORORE. AND THE CERTIFICATE HOLDER. IMPORTANT. If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject i the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject i the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject i the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder is an ADDITIONAL INSURED. The policy (503) 227-0491 MAURE BELM, (503) 227-0491 MAURE BELM, (503) 227-0491 MAURE BELM, (503) 227-0491 MAURE BELM, (503) 247-0491 MA
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTRUCT A CONTRACT BETWEEN THE ISSUIG INSURRER(S), AUTHORIZE IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject 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 CONTRACT Lori Davis Gales Creek Insurance Services Inc. CONTRACT Lori Davis BOY W 6th Ave., Suite 335 Portland, OR 97209 Portland, OR 97209 INSURER 0: INSURED INSURER 0: INSURED INSURER 0: INSURE D INSURER 0: ON Killingsworth Street INSURER 0: INSURER D: CERTIFY THAT THE POLICES OF INSURANCE OF NUMER PREMANT,
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 confor rights to the certificate holder in lieu of such endorsement(s). PRODUCER Gales Creek Insurance Services Inc. Soft Content (S). Solo NW 6th Ave., Suite 335 Portland, OR 97209 FAX (Solo (
certificate holder in lieu of such endorsement(s). CONTACT Lori Davis PRODUCER CANTACT Lori Davis Galeg Creek Insurance Services Inc. CONTACT Lori Davis Gales Creek Insurance Services Inc. CONTACT Lori Davis SON NW 6th Ave., Suite 335 Portland, OR 97209 Insurer A, Alliance of Nonprofits for Ins Insurer A, Alliance of Nonprofits for Ins Insurer C: Insurer C: YOO N Killingsworth Street Insurer C: Portland OR 97217 Insurer E: Insurer C: Portland OR 97217 Insurer E: Insurer E: Portland Certificate NUMBER:2010-2011 Revision Number: Revision Number: THIS IS TO EXERT FIAT THE POLICES OF INSURACE LISTED BELOW HAVE BEEN ISSUED TO THE INSURER TO THE POLICY PERIO Insurer E: Insurer E: Portland OR 97217 Insurer E: Insurer E:
PRODUCER CONMACT Lori Davis Gales Creek Insurance Services Inc. Prove End. (503) 227-0491 800 NW 6th Ave., Suite 335 Portland, OR 97209 Portland, OR 97209 Insurer A:ALIIance of Nonprofits for Ins Nsured Insurer A:ALIIance of Nonprofits for Ins Portland OR 97217 Portland OR 97217 CoverAGES CERTIFICATE NUMBER:2010-2011 Portland OR 97217 INSURER D: INSURER I: NSURER D: INSURER I: Portland OR 97217 CoverAGES CERTIFICATE NUMBER:2010-2011 THE IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE DAVE FOR THE POLICY PERIO INDICATE. NOTWITHSTANDING ANY PRECURREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOLCMENT WITH RESPECT TO WHICH TH COVERAGES CERTIFICATE NUMBER: 2010-2011 THE IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE DAVE FOR THE POLICY PERIO INDICATE. NOTWITHSTANDING ANY PRETAIN, THE INSURANCE AFFORDED BY THE POLICE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERME COVERAGES CANUERY PEOF INSURANCE TYPE OF INSURANCE POLICY NUMBER INSURERIAL LUBRITY ACOMMERCIAL GENERAL LUBRITY A COMMERCIAL GENERAL LUBRITY A COMMERCIAL GENERAL LUARLITY A
Gales Creek Insurance Services Inc. PHONE (Solo, No. Extl. (503) 227-0491 FAC. No.: (503) 227-0927 800 NW 6th Ave., Suite 335 Portland, OR 97209 NSURED Insurers: ADDRESS: Producer p. 0006553 Insurers: ADDRESS: Producer p. 0006553 NSURED Insurers: ADDRESS: Portland Insurers: ADDRESS: Portland: Center for Intercultural Organizing TOO N Killingsworth Street Insurers: In
BUO NW 6th Ave., Suite 335 ADDRESS: PRODUCER GUIDANE Due 00006553 Portland, OR 97209 INSURERS: PRODUCER GUIDANE Due 00006553 INSURED INSURER 6: INSURER 8: INSURER 8: INSURE 8: INSURE 8: INSURE 8: INSURE 8: INSURE 8: INSURE 8: INSURE 8: INSURER 8: INSURER 8: INSURER 8: INSURE 8: INSURE 8: INSURE 8: INSURE 8
INSURED INSURER 3: AFFORDING COVERAGE NAIC # INSURED INSURER 4: Alliance of Nonprofits for Ins Insurer 4: Alliance of Nonprofits for Ins Center for Intercultural Organizing INSURER 0: Insurer 0: Insurer 0: 700 N Killingsworth Street INSURER 0: Insurer 0: Insurer 0: Portland OR 97217 INSURER 1: Insurer 0: COVERAGES CERTIFICATE NUMBER:2010-2011 REVISION NUMBER: Insurer 0: This Is to CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIO NUMPER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIO NUMPER: INSURATE MAY PERTAIN, THE INSURANCE AFORDED BY THE POLICES DESCRIBED HAREIN IS SUBJECT TO ALL THE TERME EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSURATE TYPE OF INSURANCE MANY AWD POLICY NUMBER POLICY PERION A CLAIMS-MADE X 2010-23798 \$/18/2010 \$/18/2011 Mater Dation A ALOWNED ALIGN X 2010-23798 \$/18/2010 \$/18/2011 A ALOWNED AUTOS X 2010-23798 \$/18/2010 \$/18/2011 BOILY NUMY (Per person) \$ A ALOWNED AUTOS X 2010-237
INSURED INSURE A:Alliance of Nonprofits for Ins Center for Intercultural Organizing INSURER 6: 700 N Killingsworth Street INSURER 6: Portland OR 97217 INSURE D: INSURER 6: INSURE R F: INSURE R F: COVERAGES CERTIFICATE NUMBER:2010-2011 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE DABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY PER DOCLOMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY PER POLICY PERMISS. NBR WWD POLICY NUMBER VIR TYPE OF INSURANCE MODISYNYI A COMMERCIAL GENERAL LIABILITY Z A COMMERCIAL GENERAL LIABILITY Z A COLLOY S GENERAL AGGREGATE LIMIT APPLIES PER: X Z A COMMERCIAL GENERAL LIABILITY Z A LOC S
Center for Intercultural Organizing INSURER C:
Nonencial general Liability A Claims-made X 2010-23798 8/18/2010 8/18/2010 8/18/2010 Autowned Autos X 2010-23798 8/18/2010 8/18/2010 8/18/2010
Portland OR 97217 INSURER E : INSURER F : Insure 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 PERION INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM: EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR NYR TYPE OF INSURANCE MOD_SUBR POLICY NUMBER POLICY EFF POLIC
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 PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH 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. MSR YPE OF INSURANCE ADDLSUBR INSR WYD POLICY NUMBER POLICY EFF (MMWDDYYYY) LIMITS GENERAL LIABILITY A CLAIMS-MADE X 2010-23798 8/18/2010 8/18/2011 B/18/2011 EACH OCCURRENCE \$ 1,000, MED EXP (Any one person) \$ 20, PERSONAL & ADV INJURY \$ 1,000, GENERAL LIABILITY A CLAIMS-MADE X 0CCUR X 2010-23798 8/18/2010 8/18/2011 B/18/2011 MED EXP (Any one person) \$ 20, PERSONAL & ADV INJURY \$ 1,000, GENERAL LIABILITY A AUTOMOBILE LIABILITY X 2010-23798 8/18/2010 8/18/2011 B/18/2011 BODILY INJURY (Per person) \$ A ALL OWNED AUTOS X 2010-23798 8/18/2010 8/18/2010 8/18/2011 BODILY INJURY (Per accident) A ALL OWNED AUTOS X 2010-23798
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM: EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR TYPE OF INSURANCE ADDOLSUBR INSR WVD POLICY NUMBER POLICY EFF (MM/DD/YYY) POLICY EFF (MM/DD/YYY) LIMITS GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X 2010-23798 \$/18/2010 \$/18/2011 EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED GENERAL LIABILITY
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. HSR TYPE OF INSURANCE ADDISUBR WYD POLICY NUMBER (MM/DDYYYY) LIMITS GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X COLAIMS-MADE X OCCUR X GENERAL MADE X OCCUR X A CLAIMS-MADE X OCCUR
GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X 2010-23798 8/18/2010 8/18/2010 BANAGE TO RENTED PREMISES (Ea occurrence) \$ 500, MED EXP (Any one person) \$ 200, PERSONAL & AOV INJURY \$ 1,000, MED EXP (Any one person) \$ 200, PERSONAL & AOV INJURY \$ 1,000, GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & AOV INJURY \$ 1,000, FERSONAL & AOV INJURY \$ 1,00
X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE X 2010-23798 8/18/2010 8/18/2011 PREMISES (Ea occurrence) \$ 500, MED EXP (Any one person) \$ 20, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE LIMIT APPLIES PER: X 2010-23798 8/18/2010 8/18/2011 PRODUCTS - COMP/OP AGG \$ 2,000, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PERSONAL & ADV INJURY \$ 1,000, S \$ AUTOMOBILE LIABILITY ANY AUTO ANY AUTO S \$ 1,000, S \$ \$ 1,000, BODILY INJURY (Per person) \$ \$ 1,000, BODILY INJURY (Per person) \$
A CLAIMS-MADE X 2010-23798 6/18/2010 6/18/2011 MED EXP (Any one person) \$ 20, GEN:L AGGREGATE LIMIT APPLIES PER: X 2010-23798 6/18/2010 6/18/2010 MED EXP (Any one person) \$ 20, GEN:L AGGREGATE LIMIT APPLIES PER: X 2010-23798 PRO PRO \$ 20,000, X POLICY PRO Loc \$ \$ \$ \$ \$ AUTOMOBILE LIABILITY ANY AUTO ANY AUTO \$ \$ \$ \$ 1,000, \$ ALL OWNED AUTOS SCHEDULED AUTOS X 2010-23798 \$
GEN"L AGGREGATE LIMIT APPLIES PER: X POLICY FRO- JECT LOC AUTOMOBILE LABILITY LOC ANY AUTO \$ ALL OWNED AUTOS X 2010-23798 8/18/2010 8/18/2010 8/18/2011 GENERAL AGGREGATE \$ 2010-23798 8/18/2010 8/18/2010 8/18/2011 GENERAL AGGREGATE \$ ANY AUTO \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
GEN'L AGGREGATE LIMIT APPLIES PER: X PRODUCTS - COMP/OP AGG \$ 2,000, X POLICY PRO- JECT LOC \$ \$ AUTOMOBILE LIABILITY ANY AUTO \$ 1,000, \$ ALL OWNED AUTOS SCHEDULED AUTOS \$ \$ BODILY INJURY (Per person) \$ SCHEDULED AUTOS \$ PROPERTY DAMAGE \$ \$
X POLICY PRO JECT LOC \$ AUTOMOBILE LIABILITY ANY AUTO ANY AUTO \$ 1,000, ALL OWNED AUTOS X 2010-23798 6/18/2010 6/18/2011 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per person) \$ \$ PROPERTY DAMAGE \$ \$ \$ \$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X ALL OWNED X AL
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X 2010-23798 6/18/2010 8/18/2010 BODILY INJURY (Per person) S BODILY INJURY (Per accident) PROPERTY DAMAGE S
ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE \$
TT PROPERT DAWAGE \$
X NON-OWNED AUTOS APPROVED AS TO FORM S
EXCESS LIAB CLAIMS-MADE CLAIMS-MADE CLAIMS-MADE
DEDUCTIBLE CITY ATTORNEY 4
RETENTION \$ \$ WORKERS COMPENSATION WC STATU- I OTH- TORY LIMITS
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE N/A EL. EACH ACCIDENT \$
(Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below EL. DISEASE - POLICY LIMIT A Professional Liability 2010-23798 8/18/2010 8/18/2011 EACH OCCURRENCE \$1,000,
AGGREGATE \$2,000,
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 CANCELLATION
(503) 823-3050 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.
Office of Neighborhood Involvement ATTN: Jeri Williams 1221 SW 4th, Room 110
Portland, OR 97204 Lori Davis/LORI
ACORD 25 (2009/09) © 1988-2009 ACORD CORPORATION. All rights reserv
INS025 (200909) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

2010-23798

ing

Center for Intercultural Organiz-

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.

CG 20 26 11 85

Copyright, Insurance Services Office, Inc., 1984

26 (Policy Provisions: WC 00 00 00	A)	184430
FO INFORMATION PAGE		
WORKERS COMPENSATION	N AND EMPLOYERS LIABILITY P	
		OLICY
HARTFORD PLAZA, HARTF	ORD, CONNECTICUT 06115	
NCCI Company M	CONNECTICUT 06115	and the second sec
NCCI Company Number: Company Code: 3	14397	
		THE CAL
		HADTRODE
		TTARTFORD
		•
	POLICY NUMBER: 76 MEC FORCE	Suffix
Previo	E Dollar N	LARS RENEWAL
Named Income to HOUS	ING CODE: 76	4
	CENTER FOR INTERCILLTURAL	
(No., Street, Town, State, Zip Code)	ORGANIZING	
FEIN Number: 743098100	700 N KILLINGSWORTH ST	
State Identification Number(s):	PORTLAND, OR 97217	
UIN:		APPROVED AS TO FORM
		PAROVED AS TO FORM
The Named Insured is: NON-PROFIT Business of Name day		The Ba
Business of Named Insured: CONSULT Other workplaces not	ORGANIZATION	maa leng
Other workplaces not shown above:	ANT - NOC	CITY ATTORNEY
i not shown above:	2808 NE MLK BLVD #13	GF
Policy Period: From 01/09/11	PORTLAND OR 97212	•
	T_{0} 01/00/10	
Producer's Name Dayours	time at the insured's mailing address.	
Producer's Name: PAYCHEX INSURAL	NCE AGENCY INC	
PO BOX 33015 SAN ANTONIO, TX Producer's Code: 210705		
Producer's Code: 210705	\$ 78265	
Issuing Office: THE HARTFORD		
55 FARMINGTON AV HARTFORD	E., SUITE 301	
(877) 287-1212	CT 06115	
tal Estimated Annual Premium:	\$392	
Deposit Premium	\$J \$Z	
Policy Minimum Premium: \$350	OR (INCLUDES INCORP. CER.	
It Period: ANNUAL	OR (INCLUDES INCREASED LIMIT M	IN. PREM.)
policy is not binding unless countersigned l	Dy our authorized roproset	
	Kint DO	•
Countersigned by	Mustine K. Ozar	
- sancesigned by	Authorized D	11 (07 /2)
	Authorized Representative	11/27/10 Date
		Date
WC 00 00 01 A (1) Printed in 11 O A		· · · · · · · · · · · · · · · · · · ·
ess Date: 11/27/10 Printed in U.S.A.	Page 1 (Continu Policy Function of	ed on post many
ORIGINA	Policy Expiration	n Date: 01/09/12

•

.

INFORMATION PAGE (Continued)

- 3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the
 - 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:

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 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.

		und change by au	art,	
Classifications Code Number and Description 8810	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium	
DRAFTING EMPLOYEES	85,900	.18	155	
TOTAL PREMIUM SUBJECT TO EXPERI OR - MERIT RATING CREDIT (98 PREMIUM ADJUSTED BY APPLICATION TOTAL ESTIMATED ANNUAL STANDARD TO EQUAL MINIMUM PREMIUM (0990) TOTAL ESTIMATED ANNUAL STANDARD EXPENSE CONSTANT (0900) OR WC ADMINISTRATIVE FUND TERRORISM (9740) CATASTROPHE (9741) · TOTAL ESTIMATED ANNUAL PREMIUM	85) OF EXPERIENCE MODIFIC PREMIUM	.010 .010	$ \begin{array}{r} 155 \\ .900 \\ 140 \\ 140 \\ 30 \\ 170 \\ 180 \\ 24 \\ 9 \\ 9 \\ 9 \\ 392 \\ \end{array} $	

Total Estimated Annual Premium: Deposit Premium:			\$392	
Policy Minimum Premium:	\$350	OR	(INCLUDES	INCREASED LIMIT MIN. PREM.)
Interstate/Intrastate Identification Nur	nber:			
Labor Contractors Policy Number:				NAICS: SIC: 8748 UIN: NO. OF EMP: 000003
orm WC 00 00 01 A (1) Printed in Process Date: 11/27/10	n U.S.A.			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, Jana Mr.

>

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

1

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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.
 - 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.
 - Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

III. PAYMENTS

b.

C.

- 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

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 selfinsured 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.

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 selfinsured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

2.

- 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):	Ukrainian Community Center of Washington	
Address:	221 Hardie Ave NW, Renton, WA 98057	
Employer Identification Num		
City of Portland Business Lic	cense #	
Citizenship: USA Nonreside	ent alien Yes No	
Business Designation (check	one): Individual Sole Proprietorship Partnership Corporation	
Limited Liability Co (L	LLC) Estate/Trust Public Service CorpX 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:	CH & A	<u>February 04, 2011</u>
	Signature	Date
	Oleg Pynda	
	Name	
	Executive Director	
	Title	

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 Attornex PPROVED AS TO FORM

桥 Vea Office de City Attorney **ČITY ATTORNEY**

 $\frac{2/11/11}{\text{Date}}$

Approved by City Auditor:

Office of City Auditor

Date

RECEIVED FEB 1 0 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 taxexempt 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. Skufce

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

Substitute W-9 Form

02.04.11 Date <u>UKrainian CommunityCenter</u> of Name (Please print) Washington 22-1 Hardie Ave. <u>N.W.</u> Address <u>Penton</u>, WA 98055 City, State, Zip

CITY OF PORTLAND

Office of Management and Finance

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.

REOUIRED: 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.

& CEUNTER O YCEANDIAN Name associated with IRS Please Print **THIS ENTITY IS: AN INDIVIDUAL (or GOVERNMENT** (or government (check only one) Sole Proprietor) owned entity) PARTNERSHIP NON-PROFIT/TAX EXEMPT MEDICAL CORPORATION INCORPORATED OTHER THIS ENTITY'S TAX I.D. NUMBER IS: (complete only one) **EMPLOYER I.D. NUMBER** OF SOCIAL SECURITY NUMBER Hilers Title Signed 8229Fax 425.430.8224 E-mail Opyada @ uccwa. Phone Accounting Division updated 6/22/06

Accounting Division Office of Management & Finance

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:

 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. <u>X</u> 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. <u>X</u> Required and attached

Waived by City Attorney: DIA place war

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____

ог

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.

THIS CERTIFICATE IS SUIDD AS A MATTER OF INFORMATION ON Y AND CONFERS NO ROUTE UPON THE CENTERATE PLOCEMENT CERTIFICATE DOES NOT AFTERMATINEY ON REATIVITY A ALCONTRACT BETWEEN THE ISSUING INSURERS, AUTHORS DERREGENTATION OF NOTICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORS DERREGENTATION OF NOTICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORS DERREGENTATION OF NOTICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORS DERREGENTATION OF NOTICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORS DERREGENTATION OF NOTICE IN ADDITIONAL INSURED, the policy(les) must be endorsed. IT SUBROCATION IS WARKED, subject DERREGENTATION OF NOTICE INSURANCE DOES NOT FOUND IN A AUTOR OF NOTICE IN A DEGRET AND THE FOLLOW INSURED, THE POLICE DERREGENTATION OF NOTICE IN ADDITIONAL INSURANCE AUTORN OF NOTICE INSURANCE DOES NOT APPROVED AS INFORMATION OF NOTICE INSURANCE CO DERREGENTATION OF NOTICE IN ADDITIONAL INSURANCE AUTORN OF ANT DERREGENTATION OF NOTICE IN ADDITIONAL INSURANCE AUTORN OF ANT CONTRACT OF THE INSURED TO THE INSURED OF THE INSURED OF THE INSURED OF THE INSURED OF NOTICE INSURANCE CO DERREGENTATION OF ADDITION OF AND ADDITION OF ADDI	Ą	CORD [®] CER	TIFIC	CATE OF LIA	BIL		ISURA			(MM/DD/YYYY) 7/2011
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the pole/certificate docation of the certificate docation of the policy, certificate holder in file. of such endorsement(b). Produces Produ	B	IS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMA ELOW. THIS CERTIFICATE OF IN	MATTER TIVELY C	R OF INFORMATION ONL DR NEGATIVELY AMEND E DOES NOT CONSTITU	Y AND	CONFERS	NO RIGHTS	UPON THE CERTIFICAT		DER. THIS
Marcels Commercial Business Center: Image: Service of Seabury 5 Smith 933 Colonnade Bivd. H400 PPO 93 Colonnade Bivd. H400 PPO 93 Colonnade Bivd. H400 PPO 94 Colonnade Bivd. H400 <td>IM th</td> <td>PORTANT: If the certificate holde e terms and conditions of the polic</td> <td>r is an Al y, certain</td> <td>DDITIONAL INSURED, the policies may require an e</td> <td>policy</td> <td>(ies) must b ement. A sta</td> <td>e endorsed, tement on th</td> <td>If SUBROGATION IS W</td> <td>AIVED onfer r</td> <td>, subject to ights to the</td>	IM th	PORTANT: If the certificate holde e terms and conditions of the polic	r is an Al y, certain	DDITIONAL INSURED, the policies may require an e	policy	(ies) must b ement. A sta	e endorsed, tement on th	If SUBROGATION IS W	AIVED onfer r	, subject to ights to the
AM 28 A Commercial Districts Center: AM 28 A commercial Districts Center: AM 28 A commercial Districts Center: Service of Seabury &			<u>,</u>	- /	CONTA	CT		······································		
9930 Colonnade Bivd. #400 9930 Colonnade Bivd. #400 San Autonio TX 72255-9520 Bernero Ukrainian Community Center of Washington 221 Hardie Avenue W Renton, MA 99055 MURERS: COVERAGES COVERAGES <t< td=""><td>a S</td><td>ervice of Seabury & Smith</td><td>ter</td><td></td><td>PHONE (A/C, N</td><td>e, Ext): 888-5</td><td>91-1954</td><td>FAX (A/C, No):</td><td>210-</td><td>737-3584</td></t<>	a S	ervice of Seabury & Smith	ter		PHONE (A/C, N	e, Ext): 888-5	91-1954	FAX (A/C, No):	210-	737-3584
Demonstrate and an Antonio TX 78265-9520 MRURED DEMONSTRATE BY ANALYSE NEURERS DEMONSTRATE AND ANALYSE NEURERS AT ORDING COVERAGE NAMERED NEURERS DEMONSTRATE AND ANALYSE NEURERS AT ORDING COVERAGE NAMERED NEURERS DEMONSTRATE AND ANALYSE NEURERS AT ORDING COVERAGE NAMERED DEMONSTRATE AND ANALYSE NEURERS AT ORDING COVERAGE NAMERED DEMONSTRATE AND ANALYSE DEMONSTRATE AND ANALYSE DEMONSTRATE AND ANALYSE NEURERS THIS IS D CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE ON ANALYSE FOR THE POLICY FOR THIS IS D CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE ON ANALYSE FOR THE POLICY FOR THIS IS D CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE ON ANALYSE FOR THE POLICY FOR THIS IS D CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURE ON ANALYSE IS BASED TO ALL THE TEP RECUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTIO BY AND CLAMEST COMMERCAL GENERAL LABURY COMMERCAL GENERAL LABURY COMMERCAL GENERAL LABURY AND COMPLEX AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTIO BY AND CLAMES COMMERCAL GENERAL LABURY AND COMPLEX AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTIO BY AND CLAMES COMMERCAL GENERAL LABURY AND COMMERCAL GENERAL LABURY AND COMPLEX AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTIO BY AND CLAMES AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTION OF ANY OF ANOLY MAY HAVE BEEN REDUCTION OF ANY OF ANY OF ANALYSE COMMERCAL GENERAL LABURY AND COMPLEX AND CONDITIONS OF ANY OF ANALYSE AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTION OF ANY OF ANALYSE AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCTION OF ANY OF ANALYSE AND CONDITIONS OF SUCH POLICES. LIMITS AND CONDITION OF ANY OF ANALYSE AND CONDITIONS OF AN					ADDRE	ISS:				
SEURED UK-rainial Community Center of Washington UK-rainial Community U					CUSTO	MERID#: A0	2776			
Diversion Community Center of Washington Diversion Dive										NAIC #
And William Committee Contracts And William Committee Contracts And William Contread And William Contract	1001				INSURI	ERA: AMERIC	CAN STATES	INSURANCE CO		
221 Handie Avenue NA NEURERC: Renton, WA 98055 NEURERC: MSUBERC: NEURERC: MSUBARCHTERCH NEURERC: <t< td=""><td>Jkr</td><td>ainian Community Center of</td><td>Washin</td><td>gton</td><td>INSUR</td><td>ERB:</td><td></td><td></td><td></td><td></td></t<>	Jkr	ainian Community Center of	Washin	gton	INSUR	ERB:				
INCLUMENT AND SOUND INSURER E: INSURR E	221	Hardie Avenue NW			INSURE	RC:				
Insurer F: REVISION NUMBER: THIS TO GERTRY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ANAMED ABOVE FOR THE POLICY PER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFTORDED ANY DETRICE OR OTHER DOCUMENT WITH HESPECT TO MACH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFTORDED ANY DETRICE OR OTHER DOCUMENT WITH HESPECT TO ALL THE TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFTORDED ANY DETRICE OR OTHER DOCUMENT WITH HESPECT TO ALL THE TE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFTORDED ANY DETRICE OR OTHER DOCUMENT WITH HESPECT TO ALL THE TE CERTIFICATE MAY BE ISSUED TO THE INSURANCE METORDED PARY DAD CLAMPS. RE TYPE OF INSURANCE ADD00000000000000000000000000000000000	Ren	ton, WA 98055			INSURE	RD;				
OVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO GENERN THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED THE INSURED ADDRESS FOR THE POLICIES OF WHICH INFORMATION OF ANY CONTRACT OR OTHER DOCUMENT WITH PESPECT TO WHICH INSURED ADDRESS FOR THE POLICIES OF WHICH INSURED ADDRESS FOR THE POLICIES OF SUPERIOR INSURED ADDRESS FOR THE POLICIES OF WHICH INSURED ADDRESS FOR THE POLICIES OF SUPERIOR INSURED ADDRESS FOR THE POLICIES OF SUPERIOR INSURED ADDRESS FOR THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER TER TER THE INSURANCE AT A DECIDE OF THE INSURED ADDRESS FOR THE POLICIES OF SUPERIOR ADDRESS FOR THE POLICIES OF SUPERIOR ADDRESS FOR THE POLICIES OF SUPERIOR FOR THE INSURED ADDRESS FOR THE POLICIES OF SUPERIOR ADDRESS FOR THE INSURED ADDRESS FOR THE INSURE OF THE INSURE POLICIES INTO A DECIDENCE ADDRESS FOR A					INSURE	ERE:]	
THIS ITO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INCLASSING THE POLICY BEDOUT THE RESPECT TO WHICH TO CERTIFICATE MAY BE ISSUED TO THE ADDOUMENT WOTH RESPECT TO WHICH TO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY BEDOUTNENT WOTH RESPECT TO ALL THE TER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LINTS THE NOVEMANCE AFFORDED BY THE POLICY BEN RELIVED BY PAID CLAMS. 20 TYPE OF REMARANCE ADDUBURGE INFORMATION MAY FRANCE BEEN REDUCED BY PAID CLAMS. 21 COMMERCIAL GENERAL LIABILITY DICH94 06 35 20 04/30/2010 04/30/2010 EACH OCCURRENCE 1,000,00 2 COMMERCIAL GENERAL LIABILITY DICH94 06 35 20 04/30/2010 04/30/2010 04/30/2010 EACH OCCURRENCE 1,000,00 2 COMMERCIAL GENERAL LIABILITY DICH94 06 35 20 04/30/2010 04/30/2010 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,00 2 COMMERCIAL GENERAL LIABILITY DICH94 06 35 20 04/30/2010 04/30/2010 COMMERCIAL GENERAL LIABILITY 3 COMMERCIAL GENERAL LIABILITY DICH94 06 35 20 04/30/2010 COMMERCIAL GENERAL LIABILITY ELECHAL ACCINENT WILL BE TO TO THE ADDOUNCE AS TO FORM S 4 MORELLEA AUTOS S COMMERCIAL GENERAL ACCINENT WILL BE TO THE ADDOUNCE AS TO FORM S 4					INSURE	RF:				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LINTS SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LINTS SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LINTS SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LINTS SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LINTS SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONTRICUES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONTRICUES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONTRICUES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONTRIBUTED SINCLE LINT SHOWN MAY HAVE BEEN REDUCED BY PARIOLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE THE EXCLUSIONS AND CONTRILLED TO ALL THE THE EXCLUSIONS AND CONTRIBUTED SINCLE LINT APPLIES PER. TO ALL THE THE EXCLUSIONS AND CONTRIBUTED SINCLE LINT APPLIES PER. TO ALL OWNED AUTOS AND COLLETS. COMPARED SINCLE LINT SHOWN MAY AND DICKNES CONTRIL CABLETY AND CONTRILL ALLAR DOCUTS. COMPARED SINCLE LINT SHOWN AND CONTRILL ALL OWNED AUTOS AND COLLING. APPROVED AS TO FORM SINCLE LINT SHOWN AND COLLING AND COLLING. AND CONTRILL ALLAR DOCUTS AND COLLING AND COLLING AND CONTROL AND CONT								REVISION NUMBER:		
a general LABILITY 01CH94063520 04/39/2010 04/	INC CEI EX(DICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIREMI PERTAIN, I POLICIES	ENT, TERM OR CONDITION , THE INSURANCE AFFORD 5. LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER	DOCUMENT WITH RESPEC	י חד דר	MHICH THIS
X COMMERCIAL GENERAL LABILITY CLAMS-MADE X 1,000,00 CLAMS-MADE X OCCUR X 1,000,00 CEVLAGGREGATE LIMT APPLIES PER: CC X 1,000,00 CEVLAGGREGATE LIMT APPLIES PER: CC X 1,000,00 CEVLAGGREGATE LIMT APPLIES PER: CC X 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMT \$ 1,000,00 AUTOMOBILE AUTOS S COMBINED AUTOS S COMBINED SINGLE LIMT \$ 1,000,00 X			INSR WVI	2 POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
CLAIMS-MADE COCUR CENTRA ACCREGATE LIMIT APPLIES PER: NOO, 00 X POLICY PERSONAL ACT MAY AURY \$ 1,000,00 CENTRA ACCREGATE LIMIT APPLIES PER: LOC S AUTOMOBILE LABUITY LOC S AUTOMOBILE LABUITY COMBINED SINGLE LIMIT \$ 1,000,00 ANTON ONDEL LABUITY O1CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMIT \$ 1,000,00 AND AUTON ONDEL LORATIONS S S S S S ANY AUTO 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMIT \$ 1,000,00 ANY AUTO S S S S S ALL OWNED AUTOS APPROVED AS TO FORM S S S X NOMOWNED AUTOS APPROVED AS TO FORM S S X NOMOWNED AUTOS APPROVED AS TO FORM S S X NOMOWNED AUTOS APPROVED AS TO FORM S S X NOMOWNED AUTOS APPROVED AS TO FORM S S X NAMERS COMPENSATION A S S MORERS COMPENE	۱ <i>۴</i>			01CH94063520		04/30/2010	04/30/2011		\$ 1,0	000,000
CLAMMS-MADE X OCCUR MED EXP (Any one porson) \$ 10,000,00 CENTLAGGREGATE LIMIT APPLIES PER: COMBINED SINGLE LIABILITY COMBINED SINGLE LIABILITY COMBINED SINGLE LIABILITY ANTOMORIE LIABILITY LOC 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMITY \$ 1,000,00 ANTOMORIE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMITY \$ 1,000,00 ANTOMORIE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMITY \$ 1,000,00 ANTOMORIE LIABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINGLE LIMITY \$ 1,000,00 ANTOMORIE LIALIST CONTROL REAL S COMBINED SINGLE LIMITY \$ 1,000,00 HIRED AUTOS AND AWNED AUTOS APPROVED AS TO FORM S CONTROL REAL S CONTROL REAL VIDRETRE COURSE CLAIMS-MADE OCCUR S CONTROL REAL S CONTROL REAL S CONTROL REAL VIDRETRE COURSES CLAIMS-MADE OCCUR S CONTROL REAL S CONTROL REAL S CONTROL REAL S CONTROL REAL VORTER SCHARE SCHARE CLAIMS-MADE OCCUR S CONTROL REAL S CONTRO)	COMMERCIAL GENERAL LIABILITY							\$ 1,(00,000
CEWL AGGREGATE LIMIT APPLIES FER: PERSONAL & ADV INJURY \$ 1,000,00 X POLICY PERSONAL & ADV INJURY \$ 1,000,00 ANTOMOBILE LUBILITY 01CH94063520 04/30/2010 04/30/2010 ANTY AUTO 01CH94063520 04/30/2010 04/30/2010 CGMSINED SINGLE LIMIT ANTOMOBILE LUBILITY 01CH94063520 04/30/2010 04/30/2010 CGMSINED SINGLE LIMIT \$ 1,000,00 ANTON ALL OWNED AUTOS SCHEDULED AUTOS S BODILY INJURY (Per pacident) \$ 1,000,00 HIRED AUTOS ANDONOMED AUTOS APPROVED AS TO FORM S BODILY INJURY (Per pacident) \$ 1,000,00 WIRRELALALMB OCCUR CLAIMS-MADE OCCUR S ADDILY INJURY (Per pacident) \$ 1,000,00 WORKENS COMEMBASTON AND OCCUR S ADDILY INJURY (Per pacident) \$ 1,000,00 AND BURLOYERS LIABILITY OCCUR ADDILY INJURY (Per pacident) S ADDILY INJURY (Per pacident) \$ 1,000,00 BODILY INJURY (PE pacident) S CLAIMS-MADE OCCUR S ADDILY INJURY (PE pacident) \$ 0,000,00 WORKERS COMBENSATION ADDILY INJURY (PE pacident) S ADDILY INJURY (PE paciden		CLAIMS-MADE X OCCUR								
GENERAL AGGREGATE \$ 2,000,00 GENERAL AGGREGATE PRODUCTS - COMPIOP AGG \$ 2,000,00 AVTOMOBILE LABILITY 01CH94063520 04/30/2010 04/30/2011 COMBINED SINCLE LIMIT \$ 1,000,00 ALL OWNED AUTOS 01CH94063520 04/30/2010 04/30/2011 COMBINED SINCLE LIMIT \$ 1,000,00 ALL OWNED AUTOS SCHEDULED AUTOS BODILY INJURY (Per person) \$ HIFED AUTOS APPROVED AS TO FORM BODILY INJURY (Per person) \$ WORKED AUTOS APPROVED AS TO FORM \$ \$ WORKED AUTOS CLAIMS-MADE OCCUR \$ \$ VEXCESS LAB CLAIMS-MADE OCCUR \$ \$ VORCESS COMPENSATION ADD EMPLOYED LIADITY MICESTATURE (EXCUDEO'S LIADITY \$ AND EMPLOYERS LABLEY N/A CATTY ATTORNEY WCESTATUL OTH OPFLEEAMEMERE RECOUTIVE VIND N/A S S S S VESCAPTION OF OPERATIONS MOW CATTY ATTORNEY WCESTATUL OTH S VESCAPTION OF OPERATIONS MOW CLAIMS-MADE S S S OPERATIONS MOW S	Γ									·
GEPL AGGREATE LIMIT APPLIES PER: PRODUCTS - COMPOP AGG \$ 2,000,00 X POLCY PROC Loc AUTOMOBIL LIMBILITY 01CH94063520 04/30/2010 04/30/2011 00MBINED SINGLE LIMIT AUTOMOBIL LIMBILITY 01CH94063520 04/30/2010 04/30/2011 04/30/2011 S AUTOMOBIL LIMBILITY 01CH94063520 04/30/2010 04/30/2011 04/30/2011 S S SCHEDULED AUTOS ANDAOWNED AUTOS APPROVED AS TO FORM S S X NON-OWNED AUTOS APPROVED AS TO FORM S AGGREGATE S MOMENTAL LIAB OCCUR OCCUR OCCUR S AGGREGATE S DEDUCTIBLE CLAMAS.MADE OCCUR S AGGREGATE S NAND MARCHEN LIABLITY N/A ELCHACCOURRENCE S AGGREGATE S NAND GOWNED SINCE S CTTY ATTORNEY MCCEST CONTRACT REPERCENT AGGREGATE S NAND GOWNED SINCE S CTTY ATTORNEY EL CACHACCIDENT S EL CONTOLINUST, VENCLES (AUBLINGT) NAND GWPCOPERS' LABILITY N/A <t< td=""><td>F</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	F									
X POLICY PRCy LOC Image: State of the state state of the	-	CENTLACORECATE LIMIT ADDLIES DED.								
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS HIRED AUTOS SCHEDULED AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS AN NON-OWNED AUTOS APPROVED AS TO FORM CAMBRELLA LIAB OCCUR EACESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION S CITTY ATTORNEY EACH OCCURRENCE S AGGREGATE S AGG								PRODUCTS - COMP/OP AGG		,000
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS HIRED AUTOS ADPPROVED AS TO FORM BOOLLY INURY (Per person) S BOOLY INURY (Per person) S HIRED AUTOS HIRED AUTOS ADPPROVED AS TO FORM EXCEPTION S COULTIBLE EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION S CHTY ATTORNEY EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION S CONTROL OF OPERATIONS AND CONTROL OF OPERATIONS AND CONTROL OF OPERATIONS /LOCATIONS /VENICLES (Atlash. ACORD 101, Additional Remarks Schedule, If more space is required) TegLITEd by vificten contract the City Of Portland S CONTROL OF OPERATIONS /LOCATIONS / LOCATIONS / LOCAT	1			01CH94063520		04/30/2010	04/30/2011		\$ 1,C	00,000
ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS WAREELALMA OCCUR Excessitab CLAIMS-MADE Debuctible S Retention s CLAIMS-MADE Verserstand S OPTOCRMBREER EXCLUDED? S N/A Mediadory in NH, If we, description OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) required by written contract the City of Portland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>s</td><td></td></t<>									s	
SCHEDULED AUTOS PROPERTY DAMAGE s HIRED AUTOS APPROVED AS TO FORM s X NON-OWNED AUTOS s WMBRELLA LIAB OCCUR s DEDUCTIBLE CLAMS-MADE APPROVED AS TO FORM DEDUCTIBLE CLAMS-MADE AGGREGATE s DEDUCTIBLE CLAMS-MADE MC STATUL OTH NO EMPCOYERS LIABILITY VIA S S MORKERS COMPENSATION AND EMPCOYERS' LIABILITY N/A WC STATUL OTH AND EMPCOYERS' LIABILITY N/A ITO FORM S S COTTY ATTORNEY IN/A Ito SCALED T S S MORKERS COMPERSATION N/A Ito SEASE - FALLED T S MORKERS COMPERSITION OF OPERATIONS/LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) ELL DISEASE - FALENDLOY Mired View States Contract the City of Portland, its officers, sendeus and employees are recognized additional insured for general liability coverage as a funding source for the named insured. Ito SEASE - POLICY LIMIT s SCRIPTION OF OPERATIONS / LOCATIONS, INTERTIONS, and exclusions. 10 day notice of cancellation applies S SCRIPTION OF OPERATIONS /	-	ALL OWNED AUTOS							s	
X NON-OWNED AUTOS APPROVED AS TO FORM X Hired/Borrowed \$ X Hired/Borrowed \$ WMRRELLA LIAB OCCUR \$ DEDUCTIBLE CLAIMS-MADE MARADA DEDUCTIBLE CLAIMS-MADE MARADA WORKERS COMPENSATION S A AND PROVED AS TO FORM S AGGREGATE WORKERS COMPENSATION S S AND PROVED RESPONDENCE OF ATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL EACH ACCIDENT CISCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL DISEASE - POLICY LIMIT SCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL DISEASE - POLICY LIMIT SCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL DISEASE - POLICY LIMIT SCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL DISEASE - POLICY LIMIT SCRIPTION OF OPERATIONS / LOCATIONS / VENICLES (Attach ACORD 101, Addilional Romarks Schedule, If more space is required) ELL DISEASE - POLICY LIMIT SCRIPTI	-							PROPERTY DAMAGE		
X Hired/Borrowed APPROVED AS ID FORM \$ UMBRELLALIAB OCCUR \$ AGGREGATE \$ DEDUCTIBLE CLAIMS-MADE OFFICE ALLIAG AGGREGATE \$ WORKERS COMPENSATION CLAIMS-MADE OFFICE ALLIAG \$ AGGREGATE \$ WORKERS COMPENSATION SCRIPTION S CITY ATTORNEY It ONV IMITS OFF AND PROPERTOR/PARTNER/EXECUTIVE Y/N N/A It DEVICES (Alliable ACORD 101, Additional Remarks Schedule, if more space is required) E.L. DISEASE - A EMPLOYEE S CHIPY devices under DESCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Alliable ACORD 101, Additional Remarks Schedule, if more space is required) E.L. DISEASE - POLICY LIMIT S SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Alliable ACORD 101, Additional Remarks Schedule, if more space is required) E.L. DISEASE - POLICY LIMIT S SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Alliable ACORD 101, Additional Remarks Schedule, if more space is recognized Additional insured for general liability coverage as a funding source for the named insured. S SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Alliable ACORD 101, Additional Remarks Schedule, if more space is recognized Additional applies S SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Alliable ACORD 101, Additional Remarks	X	NON-OWNED AUTOS					- R //		\$	
UMBRELLA LIAB OCCUR CLAIMS-MADE AGGREGATE \$ DEDUCTIBLE CLAIMS-MADE CLAIMS-MADE AGGREGATE \$ WORKERS COMPENSATION S CITTY ATTORNEY AGGREGATE \$ WORKERS COMPENSATION N/A EXCESS LIAB WCSTATU- \$ WORKERS COMPENSATION N/A WCSTATU- \$ \$ AND BMPLOYERS LIABILITY N/A WCSTATU- \$ \$ OFFICE/MEMBER EXCLUDED? N/A EL. EACH ACCIDENT \$ UBSCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Attach ACORD 101, Addillenal Remarks Schedule. If more space is required) \$ E.L. DISEASE - POLICY LIMIT \$ SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Attach ACORD 101, Addillenal Remarks Schedule. If more space is required) \$ \$ \$ PeqUIFED by written contract the City of Portland, its officers, agents and employees are recognized \$ \$ \$ \$ additional insured for general lability coverage as a funding source for the name insured. \$ \$ \$ \$ \$ e to nop payment of premium. ERTIFICATE HOLDER CANCELLATION \$ \$ \$ \$ \$ \$		Hired/Borrowed		APPROVED	AS	TO FOR	IM.			
EXCESS LIAB CLAIMS-MADE AGGREGATE A DEDUCTIBLE RETENTION \$ CTTY ATTORNEY AGGREGATE S WORKERS COMPENSATION S CTTY ATTORNEY S AND EMPLOYERS' LABILITY N/A WC STATU: OTH AND PROPRIETOR/PARTMER/EXECUTIVE N/A EL. EACH ACCIDENT S OFFICE/MEMBER EXCLUDEOS N/A EL. DISEASE - FA EMPLOYEE S EL. DISEASE - FA EMPLOYEE S Uves describe under DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Romarks Schedule, If more space is required) E.L. DISEASE - POLICY LIMIT S SCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Romarks Schedule, If more space is required) E.L. DISEASE - POLICY LIMIT S OFFICE/MEMBER EXCLUDEOS MIA MIA E.L. DISEASE - POLICY LIMIT S SCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Romarks Schedule, If more space is required) E.L. DISEASE - POLICY LIMIT S CORPUTATION TO OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Romarks Schedule, If more space is required) E.L. DISEASE - POLICY LIMIT S SCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Romarks Schedule, If more space is required) E.L. DISEASE - POLICY LIMIT S CORPUTATION TO TRACT THE COLTACT THE CITY of PORTIANCY INTERCOLATIONS / VEHICLES (ATTACH AC	-			0	X					
DEDUCTIBLE Implementation RETENTION S Implementation WORKERS COMPENSATION Implementation AND EMPLOYERS' LABLITY Implementation AND PROPERTERMENT REFERENCE UTIVE Y/N AND PROPERTERMENT REFERENCE UTIVE N/A If the state of the sta				18- A	F	harr	1XA			
RETENTION S CTTV ATTORNEY s WORKERS COMPENSATION AND EMPLOYERS LLABILITY AND EMPLOYERS LLABILITY AND POPRETOR/PARTNER/EXECUTIVE N/A SCRUTION OF OPENATIONS / ER GFF/CER/MEMBER EXCLUDED? (Mindadory in NH) If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) required by written contract the City of Fortland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. Joint op payment of premium. SCRIPTICATE HOLDER CANCELLATION EXTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE	-			1 Boble C	6	O' Car Brand	AU .	AGGREGATE		
WORKERS COMPENSATION WC STATU. OTH. AND EMPLOYERS' LIABILITY Y/N N/A Interpretation of the state of				A SECTOR	3777	DNEV	1			
AND EMPLOYERS' LABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE N/A IORY LIMITS. FR CFFICERMEMBER EXCLUDED? N/A EL. EACH ACCIDENT S DFFICERMEMBER EXCLUDED? N/A EL. DISEASE - EA EMPLOYEE S EL. DISEASE - EA EMPLOYEE S DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT S required by written contract the City of Portland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. rject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies applies EXTIFICATE HOLDER CANCELLATION EXTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORMENCE WITH THE POLICY PROVISIONS. acti of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORMENCE WITH THE POLICY PROVISIONS. acti of Portland AUTHORIZED REPRESENTATIVE	+			<u> </u>	<u></u>	TATATA -			\$	
ANY PROPRIE TOWNART MERCACUUME N/A E.L. EACH ACCIDENT \$ OFFICER/MEMBER EXCLUDED? N/A E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) E.L. DISEASE - POLICY LIMIT \$ SECRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) E.L. DISEASE - POLICY LIMIT \$ SECRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) \$ \$ required by written contract the City of Portland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. \$ offict to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies \$ CANCELLATION \$ \$ EXTIFICATE HOLDER CANCELLATION City of Portland \$ \$ SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE	A	ND EMPLOYERS' LIABILITY Y/N						TORY LIMITS ER		
(Mandatory in NH) E.L. DISEASE - EA EMPLOYEE S If yes, describe under E.L. DISEASE - FOLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) required by written contract the City of Portland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. rject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies e City of Portland 21 SW 4th Avenue ctland, OR 97204		OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) required by written contract the City of Portland, its officers, agents and employees are recognized additional insured for general liability coverage as a funding source for the named insured. oject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies a to non payment of premium. ERTIFICATE HOLDER CANCELLATION CANCELLATION E City of Portland 21 SW 4th Avenue crtland, OR 97204 AUTHORIZED REPRESENTATIVE	- 1 (1	Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
additional insured for general liability coverage as a funding source for the named insured. ject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies to non payment of premium. ERTIFICATE HOLDER CANCELLATION CONCELLATION	<u> </u>	ESCRIPTION OF OPERATIONS below	├ 					E.L. DISEASE - POLICY LIMIT	\$	
additional insured for general liability coverage as a funding source for the named insured. bject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies to non payment of premium. ERTIFICATE HOLDER CANCELLATION CANCELLATION CONCELLATI										
additional insured for general liability coverage as a funding source for the named insured. opject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies : to non payment of premium. ERTIFICATE HOLDER CANCELLATION * City of Portland 21 SW 4th Avenue ctland, OR 97204 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE										
additional insured for general liability coverage as a funding source for the named insured. opject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies a to non payment of premium. ERTIFICATE HOLDER CANCELLATION CANCELLATION e City of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR 21 SW 4th Avenue THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED rtland, OR 97204 AUTHORIZED REPRESENTATIVE	reg	uired by written contract the C	ity of Po	ortland, its officers,	schedule agents	and employe	required) es are reco	gnized		
a to non payment of premium. ERTIFICATE HOLDER CANCELLATION a City of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR 21 SW 4th Avenue THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. ctland, OR 97204 AUTHORIZED REPRESENTATIVE	add	itional insured for general lia	bilitv co	overage as a funding so	urce fo	or the named	1 incured			
e City of Portland 21 SW 4th Avenue ctland, OR 97204 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFG THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	to	non payment of premium.		ons, and exclusions, 10	uay no	puice of car	cellation a	app11es		
21 SW 4th Avenue THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. ctland, OR 97204 AUTHORIZED REPRESENTATIVE	ERT	IFICATE HOLDER			CANC	ELLATION				
21 SW 4th Avenue THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. rtland, OR 97204 AUTHORIZED REPRESENTATIVE	e C	ity of Portland			6110					
ACCORDANCE WITH THE POLICY PROVISIONS.		•								
AUTHORIZED REPRESENTATIVE										
	ه ن باره									
Marium B. Karlaa					2	Narium B.L	arlaa.			
		l								<u> </u>
© 1988-2009 ACORD CORPORATION. All rights rese CORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD	~~~	D 25 (2000/00)		0000		© 198	38-2009 ACC	ORD CORPORATION. A	All righ	ts reserve

184430 Page 1 of 1

Wintergreen, Lore

From:Oleg Pynda [opynda@uccwa.org]Sent:Monday, February 07, 2011 1:01 PMTo:Wintergreen, LoreSubject:501c3Attachments:501 c 3.pdfHi 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 <u>www.uccwa.org</u>

EXHIBIT H

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

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 standardbased 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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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: <u>www.eastportlandactionplan.org/updates</u>

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

184430

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 selfinsured 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.

E.

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

5

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.

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.

2.

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.

184430

EXHIBIT H

- 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.

184430

EXHIBIT H

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please j	orint): <u>Catholic Ch</u>	<u>arities</u>				
Address:	2740 SE Powell	Blvd. Port	tland, OR 97202			
Employer Iden	tification Number (EIN)	93-0386801				
City of Portlan	d Business License #(2137				
Citizenship:	Nonresident alien	Yes X No				
Business Desig	nation (check one):	_ Individual	Sole Proprietorship	·	Partnership	_ Corporation
Limited	Liability Co (LLC)	_Estate/Trust	Public Service Corp.	X	Government/Non	profit

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.

-4-2011 Approved by the Grantee: enon Signature Date Dennis B Keenan Name Executive Director Title

184430

EXHIBIT H

Grant No ______ Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Date

Date

Approved as to form by City Attorney:

APPROVED AS TO FORM 2/11/11 Office of City Attorne Date

Approved by City Auditor:

Office of City Auditor

9

Internal Revenue Service District Director

Date: July 1, 2004

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

Department of the Treasury

P. O. Box 2508 Cincinnati, OH 45201

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

Dear Ms. Dessingue:

1

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.

Departr	Dctober 2007) mont of the Trasury Rovenue Service	Request fo Identification Numb	er Taxpayer er and Certific	ation	Give form to the requester. Do not send to the IRS.	
2	CATHOLIC CHARI	n your Income tax return)				
page		different from above				
5						
Print or type See Specific Instructions (Check appropriate Limited liability Other (see instru Address (number, s 231 SE 12TH AVE City, state, and ZIF PORTLAND, OR 9 List account number	Exempt payee address (optional)				
Ean	4 1 					
	a iaxpaye	r Identification Number (TIN)			an ann an	
alien, s your e Note.	sole proprietor, or mployer identificat	propriate box. The TIN provided must match the individuals, this is your social security number (S disregarded entity, see the Part I instructions on ion number (EIN). If you do not have a number, s in more than one name, see the chart on page 4 f	SN). However, for a resid page 3. For other entities see How to get a TIN on c	lent , it is page 3	urity number	
Part		tion		93	0386801	
	penalties of perjur					
Re not 3. I au Certific Withhol For mo	venue Service (IRS tified me that I am m a U.S. citizen or cation instruction: Iding because you vrigage interest pai ement (IRA), and g	n this form is my correct taxpayer identification r ackup withholding because: (a) I am exempt form b) that I am subject to backup withholding as a re no longer subject to backup withholding, and other U.S. person (defined below). s. You must cross out item 2 above if you have to have failed to report all interest and dividends or d, acquisition or abandonment of secured proper enerally, payments other than interest and dividen See the instructions on page 4	n backup withholding, or soult of a failure to report been notified by the IRS t n your tax return. For real	(b) I have not been all interest or divide hat you are current estate transactions	notified by the Internal ands, or (c) the IAS has ly subject to backup b, item 2 does not apoly.	
Sign Here	Signature of U.S. person >	Chall	Date	10-23	3-09	
Gen	eral Instruc	otions	Definition of a U.S.	person. For ferter	al tax purposes, you are	
Section	n references are t	o the Internal Revenue Code unless	considered a 0.5. pere	son if you are:		
	ise noted.		 An Individual who is A partnership, correct 	a U.S. citizen or	U.S. resident alien,	
Purp A pers IRS mu to repo transac	or association created or the laws of the United , or ttions section					
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 allen), 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						
2. Ce 3. Cl exempt U.S. pe a U.S. 1	ertify that you are aim exemption fro payee. If applica erson, your allocat trade or business	not subject to backup withholding, or om backup withholding if you are a U.S. ble, you are also certifying that as a ble share of any partnership income from is not subject to the withholding tay on	partnership conducting provide Form W-9 to t status and avoid withh income. The person who give	U.S. person that i a trade or busine he partnership to olding on your shi	s a partner in a ss in the United States, establish your U.S. are of partnership	
foreign	.S. trade or business is not subject to the withholding tax on ign partners' share of effectively connected income.					

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,

Cat. No. 10231X

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.

Form W-9 (Rev. 10-2007)

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	- B. Seenon	Date 2-4-2011	Entity Catuolic Charities
10-			

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

184430

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 <u>four or more</u> 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

REV 01/07 - Same as Exhibit B in PTE contract

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 Grantce's services to be provided under this Grant agreement:

3. 11 X Required and attached or Waived by City Attorney :

5.

6.

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:

MK Required and attached 4. 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.

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.

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.

											18	84431
Ą	corb		CER ⁻	ΓIF	IC.	ATE OF LIA	BIL	ITY IN	ISUR/	ANCE		(MM/DD/YYYY) 6/2011
C B	ERTIFICATE I	DOES NO	SSUED AS A DT AFFIRMAT CATE OF INS	MAT IVEL	TER Y OF NCE	OF INFORMATION ONL	Y AND	CONFERS	NO RIGHTS	UPON THE CERTIFICA OVERAGE AFFORDED THE ISSUING INSURE	ATE HO	LDER. THIS
ir ti	MPORTANT: If	the cert ondition	ificate holder s of the policy	is an , cert	ADD ain p	DITIONAL INSURED, the olicies may require an o	e policy endorse	(ies) must b ment. A sta	e endorsed atement on t	If SUBROGATION IS Whis certificate does not	VAIVED), subject to rights to the
	ertificate holde	a in neu	or such endor	seme	inųs)	•		CT Dana R	heault			
JD	Fulwiler	& Co.	Insurand	ce,	Inc	•	PHONE (A/C, N	, Ext): (503) 293-8325	5 FAX (A/C, No)	; (503)2	93-5418
	27 SW Maca		lve				ADDRE	ss.drheau	lt@jdfulv	viler.com		
	Box 6950	8					CUSTO	CER MER ID #0004				T
	rtland JRED		OR 97	239				IN RA:ANI-R				NAIC #
									KG Corporat	ion		
1	tholic Cha						INSURE					
27	40 SE Powe	əll Bl	.vd				INSURE	RD:				
Do	rtland		OR 97	1206			INSURE	ERE:	···-			
Ĺ	VERAGES					NUMBER:11/12 A11						
T	HIS IS TO CERT	IFY THAT	THE POLICIES	S OF I	NSUF	RANCE LISTED BELOW H	AVE BE	EN ISSUED T	O THE INSU	REVISION NUMBER: RED NAMED ABOVE FOR	THE PO	
IN C E	IDICATED. NOT ERTIFICATE MA XCLUSIONS ANI	WITHSTA	NDING ANY RI Sued or May	equir Pert Poli	EMEN AIN, CIES.	NT. TERM OR CONDITION	n of an Ded by	Y CONTRAC THE POLICI REDUCED B	T or other Es describ Y paid clain	DOCUMENT WITH RESP ED HEREIN IS SUBJECT	FOT TO	WHICH THIS
INSR LTR	TYPE	OF INSUR	ANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY	LIMI	TS	
	GENERAL LIABIL									EACH OCCURRENCE	s	1,000,000
A	X COMMERCIA					201114218		2/1/2011	2/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
L A		S-MADE	CCUR			201114218		-, -,	-/ -/	MED EXP (Any one person) PERSONAL & ADV INJURY	\$ S	20,000
						APPROVE	ED AS	TO FOI	\$M	GENERAL AGGREGATE	s	3,000,000
	GEN'L AGGREGA		PLIES PER:			0)	1		PRODUCTS - COMP/OP AGG	\$	3,000,000
	POLICY	PRO- JECT	X LOC			- Mac I	al	Alace	ph		\$	
	AUTOMOBILE LIA	BILITY				Co a contrar	61600	RNEY	Į.	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
А	X ANY AUTO				ļ	したよど。 201114218			2/1/2012	BODILY INJURY (Per person)	\$	
A A	ALL OWNED							-, -, -,	-, -, -,	BODILY INJURY (Per accident)	\$	
	X HIRED AUTO									PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNER	O AUTOS								Underinsured motorist	\$	1,000,000
ļ			. I	ļļ						Uninsured motorist combined	\$	1,000,000
	X UMBRELLA	_ H								EACH OCCURRENCE	\$	8,000,000
	DEDUCTIBLE	I	CLAIMS-MADE							AGGREGATE	\$	8,000,000
A	X RETENTION		10,000			201114218UMB		2/1/2011	2/1/2012		\$ \$	
в	WORKERS COMP	ENSATION	,							X WC STATU- TORY LIMITS OTH-		
	ANY PROPRIETOR	R/PARTNER	EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	500,000
	(Mandatory In NH If yes, describe und DESCRIPTION OF)	breasterna and a second			994194		4/1/2010	4/1/2011	E.L. DISEASE - EA EMPLOYEE	\$	500,000
A	DESCRIPTION OF Profession					201114218		2/1/2011	2/1/2012	E.L. DISEASE - POLICY LIMIT Per Event		500,000
	1101000010				ſ				[, _, _,	Annual Aggregate		\$1,000,000 \$3,000,000
RE: emp the	Contract : loyees are :	2009-20 named a s appea	10 EPH East s additiona r in operat	Por 1 in ions	tlan sure of	d for general liab: the named insured a	P). T ility	he City of coverage a	F Portland as a fundi	, its officers, age ng source for the n nd conditions; *10	nts an amed	nd insured, as
L	RTIFICATE HO		payment or	Prem			CANC	ELLATION				
	City of Lore Wi 1017 NE	Port nterg	reen h Avenue	t Ne	əigh	borhood Offic	SHO THE ACC	ULD ANY OF EXPIRATIO	THE ABOVE I N DATE TH ITH THE POLI	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.		
	Portlan		97220				Dana	Rheault/		Agena a. R		
	ORD 25 (2009/ 025 (200909)	09)		Th	ne AC	ORD name and logo a	re regis	© 19 stered mark	88-2009 AC s of ACORE	ORD CORPORATION.	All righ	nts reserved.

.

.

	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	
	,

OFAPPINF (02/2007)

COPYRIGHT 2007, AMS SERVICES INC

ł,

184430

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:

 $\frac{d^2 T}{dt} = \frac{1}{2} \left(\frac{1}{2} + \frac{1}{2}$

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:

EXHIBIT I

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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

184430

a.

b.

c.

Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.

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.

Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

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.

3

- 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. GRANTÉE 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 selfinsured 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.

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 selfinsured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

2.

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

184430

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.

P.

- 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 Hovd Aquatics DBA Mt Hovd Swim Team Address: P.O. BUX 129, Gresham, OR 97030
$\frac{\text{Address:}}{\text{Employer Identification Number (EIN)}} \frac{93-0794078}{93-0794078}$
Employer Identification Number (EIN) D 10 18
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:
Executive Director

184430 EXHIBIT 1

Grant No	
Grant Title:	
rrant litle.	
Grand LING.	

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 Attorney Approved by City Auditor:

Office of City Auditor Date

(a) A set of the se

en en el companya de la comp

184430

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. Tumer 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

- - 11

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

CITY OF PORTLAND

Office of Management and Finance

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.

<u>REQUIRED</u>: 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 U
THIS ENTITY IS: (check only one)	AN INDIVIDUAL (orGOVERNMENT (or governmentSole Proprietor)owned entity)PARTNERSHIPXNON-PROFIT/TAX EXEMPT
	MEDICAL CORPORATION INCORPORATED
	OTHER
THIS ENTITY'S TAX I.D. N EMPLOYER I.D. NUMBER	UMBER IS: (complete only one) or SOCIAL SECURITY NUMBER
93.07940	78
Signed	Title Executive Divector Date 2/1/11
Phone 971-221-2428	Fax 503-407-4465E-mail drawzb 2 mhec.edu
Accounting Division Office of Management & Finance	updated 6/22/06

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTIONA						
CONTRACTOR CERTIFI	CATION I, unders	igned, am authorized to	o act on behalf of en	tity designat	ted below, hereby certify that	entity has
current Workers' Compens	ation Insurance.	1				
-			-10	1.1	11 1000	1 Anniho
Contractor Signature			Date 😔		Entity MH. HOOC	A Aquatic.
					TO A MALLI	L-A CANNA'

184430

SWIM

Contractor Signature Entity 10001 DBA Mt. Hora

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:
- The labor or services are primarily carried out at a location that is separate from the residence of an individual who Α. 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:
- Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or B. the individual or business entity has a trade association membership;
- Telephone listing and service are used for the business that is separate from the personal residence listing and service used C. 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

REV 01/07 - Same as Exhibit B in PTE contract

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. <u>V</u>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: _____ 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_____

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. ederp-Baty roxen

Roxanne Redwine-Baker Project Coordinator

									8443	
			ATE OF LIA					2/	(MM/DD/YYYY) /2/2011	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR/	LY O ANCE THE C	R NEGATIVELY AMEND DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTE	ND OR ALT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSUREF	BY THI R(S), AI	E POLICIES UTHORIZED	
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	/, cer	tain I	policies may require an e	policy endorse	(ies) must b ment. A sta	e endorsed. Itement on th	If SUBROGATION IS V is certificate does not o	VAIVED confer I	, subject to rights to the	
PRODUCER Risk Management Services, Inc.					CONTACT NAME: PHONE FAX					
P.O. BOX 32712 Phoenix AZ 85064-2712					IAIC, No, Ext): (602) 840-3234 IAIC, No): (602) 274-9138 EMAIL ADDRESS: info@theriskpeople.com PRODUCER 274-9138 CUSTOMER ID #: 20617 20617					
					MER 10 #: 000		NAIC #			
INSURED USA Swimming, Inc dba USA Swimming Incld LSC's and Mt Hood Swim Team PO Box 129					RA:Lexing					
					RB:Mutual					
					RC:					
Gresham OR 97030-0027				INSURE						
					RF:					
COVERAGES CEF	RTIFI	CATI	ENUMBER: Cert ID 77	761		*******	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 TYPE OF INSURANCE	ADDI	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs		
GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$:	1,000,000	
A X COMMERCIAL GENERAL LIABILITY	Y	Y	839-6547		1/1/2011	1/1/2012	PREMISES (Ea occurrence)	\$	100,000	
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	EXCLUDED	
X Participant Legal X Liability Included							PERSONAL & ADV INJURY	\$	EXCLUDED	
GEN'L AGGREGATE LIMIT APPLIES PER:		1					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		2,000,000	
POLICY PRO- JECT LOC							TRODUCTS - COMPTOP AGG	\$	1,000,000	
AUTOMOBILE LIABILITY			APPROVE	775 A 6		DT /J	COMBINED SINGLE LIMIT	s		
ANY AUTO			ALLAVI)LA F31	a lo lo	ATAY A	(Ea accident) BODILY INJURY (Per person)	\$		
ALL OWNED AUTOS			1000	ÿ	20	1300	BODILY INJURY (Per accident)			
SCHEDULED AUTOS			Colorent	Q_ 0	o Corta	Stor-	PROPERTY DAMAGE	\$		
HIRED AUTOS			CITY	ATT	DRNEY	1	(Per accident)			
NON-OWNED AUTOS								\$ \$		
UMBRELLA LIAB OCCUR							EACH OCCURRENCE			
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
DEDUCTIBLE	1						HOOMEONIE	\$		
RETENTION \$								s s		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- TORY LIMITS ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$		
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$		
DESCRIPTION OF OPERATIONS below XS Medical/Dental	N	N	T5MPSP35054		1/1/2011	1/1/2012	E.L. DISEASE - POLICY LIMIT Maximum Limit \$25,0			
		_			-/ -/ 6777	-1+16016	www.mum lituiti \$25,0			
VESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC /exification of General Liabilit for Participants only. 30 Day Ca officers, agents and employees a fource for the Named Insured but ADDITIONAL INSURED ENDORSEMENT	y fo ncel re i	r IN lati nclu	NSURED ACTIVITIES. E lon notice per polic ided as Additional I	xcess y prov nsured	Medical/Devisions. The second	ental cove he City of al Liabili	Portland, its			
CERTIFICATE HOLDER				CANC	ELLATION					
City of Portland and/or Agents Office of Mgmt and Finance/Accou	intir	ng D:	ivision	THE ACC	EXPIRATION ORDANCE WI	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE C/ REOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEL	ED BEFORE IVERED IN	
1120 SM 5th Ave. Been 1950				AUTHORIZED REPRESENTATIVE						
1120 SW 5th Ave, Room 1250 Portland OR 97204										
•					© 19	88-2009 ACC	ORD CORPORATION.	All righ	ts reserved.	

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

184430

DESCRIPTION OF OPER	RATIONS SECTION CONTINUED	DATE 2/2/2011				
RTIFICATE HOLDER:	INSURED:	1 2/2/2011				
ty of Portland and/or Agents fice of Mgmt and Finance/Accounting	USA Swimming, Inc dba USA Swimming Incld LSC's and Mt Hood Swim Team					
20 SW 5th Ave, Room 1250 rtland OR 97204	Gresham OR 97030-0027					
SCRIPTION OF OPERATIONS CONTINUED: Subject to policy terms, conditions, limitati applies due to non payment of premium.	l ions, and exclusions. 10 day notice of cance	Llation				
		in dia kaominina dia kaomini Ny INSEE dia kaominina dia k				
		、				

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 INSUREDS – 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.

(a) A substant of the contract of the contract of the second state of the second state of the second state of the fact state of the second state of the contract of the second state of the second state of the second data are substated as and the second state are second states of the second states of the second states of the second states are set of the second states of the second states of the second states of the second states are set of the second states are substates of the second states of the second states of the second states of the second states are set of the second states are set of the second states of the second states

(a) A set of the se

a share a first grant the second s

and the state of the second second

a de la seconda de la companya de la seconda de la companya de la companya de la companya de la companya de la A seconda de la seconda de la companya de la companya de la seconda de la companya de la companya de la company A seconda de la companya de la compa

(陸方) 바이라는 이라는 고려 바이가 공유되었다. (臣) 바람이는 이렇게 ¹⁹⁹8년 바이가 이라는 이라는 이다. 이 아이라는 바람이라는 바이가 하는 아이라는 아이라는 아이가 있다.

.

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.

www.saif.com

18443 (saifcorporation

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)

400 High St SE | Salem, OR 97312 | P: 800.285.8525

CLMRM

www.saif.com

184430 saifcorporation

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

- 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

Brenda JP Rocklin, President and Chief Executive Officer

400 High St SE | Salem, OR 97312 | P: 800.285.8525

210a

184430

Policy No: 447411 Page 2

saifcorporation

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

> IP Rectain Brend;

Brenda JP Rocklin, President and Chief Executive Officer

242B

400 High St SE | Salem, OR 97312 | P: 800.285.8525

194 J. B.

www.saif.com

84430 saifcorporation

Carrier No:

20001

447411

Endorsement No:

WC990602

Policy No:

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
- multiply the number of weeks in step b) by the weekly minimum and maximum c) reportable payroll amounts in step a) to obtain the minimum and maximum limitations on reportable payroll for the officer
- compare the officer's actual payroll for the time he or she was covered as an officer d) 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

400 High St SE | Salem, OR 97312 | P: 800.285.8525

saifcorporation

Information Page

184430 Carrier No: 20001

Policy No: 447411 Employer Identification Number: 93-079407

Item 1. The Insured: MT HOOD SWIM TEAM

D.

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

- Item 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 address
- Item 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 accidentBodily Injury by Disease\$500,000 each employeeBodily 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
 - This policy includes these endorsements and schedules: **Oregon Cancellation Endorsement** WC360601E Catastrophe (other than Certified Acts of Terrorism) Premium End WC000421C Terrorism Risk Insurance Prog Reauthorization Act Disclosure End WC000422A Notification of Change in Ownership Endorsement WC000414 **Premium Discount Endorsement** WC000406A Claim Rating Plan Endorsement WC990402C Premium Due Date Endorsement WC360406 SAIFPlus Endorsement WC990309B Subject Officer Payroll Requirement - Corporation WC990602 Oregon Unsafe Equipment Exclusion Endorsement WC360301
 - WC990616 Confidentiality Endorsement

APPROVED AS TO FORM LITY ATTORNE

www.saif.com

Policy No: 447411

saifcorporation

184430

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 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.

184430

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:

 $(a_1,a_2,\ldots,a_{n-1},\ldots,a_{$

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

84430

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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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:

Dated meeting sign-in attendance sheets, expense receipts, and a completed "2010-11 East Portland Action Plan Grants Program EVALUATION REPORT FORM" including pictures.

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.

Grant activity and accomplishment documentation on the East Portland Action Plan webpage at: <u>www.eastportlandactionplan.org/updates</u>

III. PAYMENTS

a.

b.

c.

an Ariganag

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.

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.

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.

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 selfinsured 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.

H.

1.

2.

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.

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.

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.

5

Κ.

2.

- 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) <u>93 - 0516414</u>							
City of Portland Business License #N/1A							
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:

Name Title

Date

Grant No _____ Grant Title: _____

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Date

184430

EXHIBIT J

Approved as to form	
by City Attorney: APPROVED AS TO FORM	
Office of Cittle House Alexand 2/11/11	
CITY ATTORNEY &	

Approved by City Auditor:

Office of City Auditor

Date



THE UNITED METHODIST

PO Box 340029 Nashville, TN 37203-0029

August 10, 2010

CHURCH

PARKROSE UNITED METHODIST CHURCH c/o Reverend Bill Gates 111111 NE Knott Street Portland, OR 97220

> Re: Certification of Inclusion in The United Methodist Church Group Tax Exemption Ruling Affiliated Organization: <u>Parkrose United Methodist Church</u> 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 :

or

Required and attached

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.

Waived by City Attorney: DA Not Applicable - request warver

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____/4

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.

					84430
ACORD [®] CERT	IFICATE OF LIA	BILITY I	NSURAN	ICE	DATE(MM/DD/YYYY) 02/02/2011
PRODUCER The Church Insurance Agency 445 5th Ave	y Corp	ONLY AN HOLDER.	D CONFERS N THIS CERTIFICA	UED AS A MATTER C O RIGHTS UPON T ATE DOES NOT AME AFFORDED BY THE P	HE CERTIFICATE
New York NY 100	016	INSURERS A	FFORDING COVI	FRAGE	NAIC#
INSURED			aetorian In		
Parkrose UMC 11111 NE Knott St		INSURER B:			
LITT NE RIOCE SC		INSURER C: INSURER D:		•	
Portland OR 972	220	INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELO ANY REQUIREMENT, TERM OR CONDITION MAY PERTAIN, THE INSURANCE AFFORDED POLICIES. AGGREGATE LIMITS SHOWN MAY	of any contract or other by the policies described h	R DOCUMENT WIT EREIN IS SUBJECT CLAIMS.	H RESPECT TO WI TO ALL THE TERM	HICH THIS CERTIFICATE I	MAY BE ISSUED OD
INSR ADD'L LTR INSRD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	Limit	S
GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:	H110000012-00-4	10/01/2010	10/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1000000 \$100000 \$10000 per pe \$1000000 \$3000000 \$3000000
X POLICY PRO- JECT LOC	•			COMBINED SINGLE LIMIT (Ea accident)	\$1000000
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS	H110000012-00-4	10/01/2010	10/01/2011	BODILY INJURY (Per person)	\$
X HIRED AUTOS X NON-OWNED AUTOS	1111000012-00-4	10/01/2010	10/01/2011	BODILY INJURY (Per accident)	\$
	APPRO	WED AS TO	FORM	PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY	in the	1		AUTO ONLY - EA ACCIDENT	\$
ANYAUTO	(The	LaIN	Blagdon	OTHER THAN EA ACC	
EXCESS / UMBRELLA LIABILITY	Cr	FYATTORN	EYØ	EACH OCCURRENCE	\$ \$
OCCUR CLAIMSMADE				AGGREGATE	\$
					\$
DEDUCTIBLE RETENTION \$					\$\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1			WC STATU- TORY LIMITS ER	*
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$
(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		•		E.L. DISEASE - EA EMPLOYEE	
OTHER		······		E.L. DISEASE - POLICY LIMIT	<u>.</u>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE All operations of the named Oregon in connection with w only with regard to the act	l insured including which the certificat	the securin e holder is	ng of a Gram s named as a	an additional i	
CERTIFICATE HOLDER		CANCELLAT	ION		
		I	*****	BED POLICIES BE CANCELLED E	EFORE THE EXPIRATION
City of Portland Oregon, It Officers, Agents & Employee 1221 SW 4 Ave		NOTICE TO THE IMPOSE NO OB	CERTIFICATE HOLDEF	R WILL ENDEAVOR TO MAIL NAMED TO THE LEFT, BUT FA Y OF ANY KIND UPON THE IN	ILURE TO DO SO SHALL
Portland, OR 972	204	REPRESENTATIA		\sim . ~	
L				1 Janey Wa	Quem
ACORD25 (2009/01)	The ACORD name and logo			ORD CORPORATION.	All rights reserved.

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.

.

ACORD25(2009/01)

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 Willing Fort	Date Feb 1, 2011	Entity Park rose	UnitepMethodis
	• • •		Church O.

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;
- 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 employces 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

184430

SECTION C

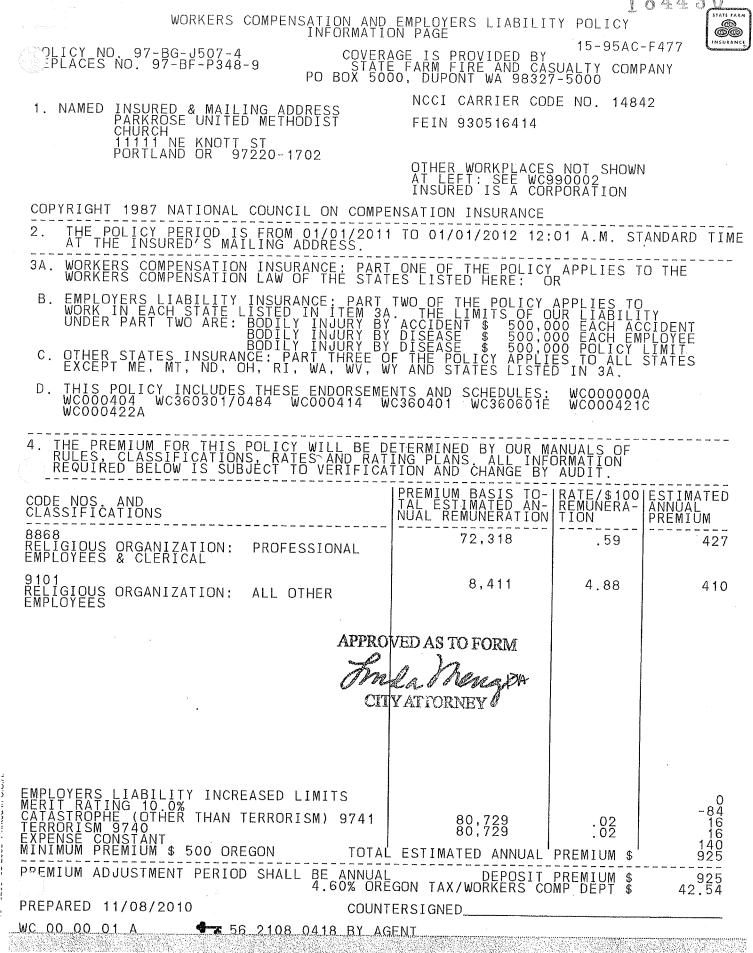
Independent contractor certifies he/she meets the following standards:

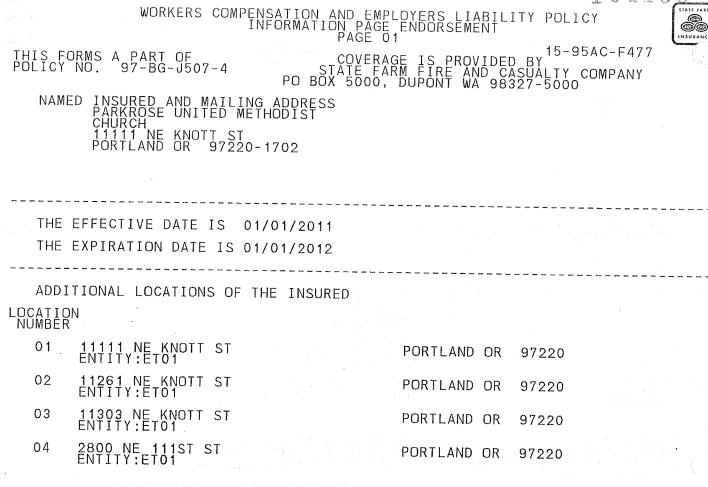
- 1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
- 2. Federal and state income tax returns in the name of the business or a business Schedule 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 <u>four or more</u> 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

REV 01/07 - Same as Exhibit B in PTE contract





ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED. PREPARED 11/08/2010 WC 99 00 02 04-84 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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: 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: <u>www.eastportlandactionplan.org/updates</u>

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

184430 ехнівіт к

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 selfinsured 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

ехнівіт к ¹⁸⁴⁴³⁰

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.

7

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:					
-		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -			
	CITY OF PORTLAN	<u>D SIGNAT</u>	<u>URES</u>		
Approved by (Office of Neighborhood In	volvement:			
					_ ensured.
Amalı	a Alarcón de Morris, Dire	ctor		Date	
$(M_{\lambda}) = \frac{1}{2} (M_{\lambda})^{-1} (M_{\lambda})^{-1$	لافهام فالمراجع والمراجع والمراجع والمراجع				

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

Office of City Attomet, CITY ATTORNEY

Approved by City Auditor:

Office of City Auditor Date

2/11/11

Date

a disease e substances a substances and a substance and we wanted a substance of the substance of the substance And bet explored a first of the substance of

SECTION A

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

_____ Entity____

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_	Į.	2 Mar	Date_1	20	Ĺ

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;
- 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	
	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	240	
COMONIC			

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 <u>four or more</u> 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

REV 01/07 - Same as Exhibit B in PTE contract

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: _____ please wall the

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____/A

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.

REV 05/08



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 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 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

BROKER OF RECORD:

INSURED:

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

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

President and CEO

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

Policy_Certificates_CertificateOfInsurance

www.saif.com

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

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 O	F RECORD: APPROVED AS TO FORM
	Anda mercan
BILITY:	CITYATIORNEY

All the second

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 Rect

President and CEO

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

Policy_Certificates_CertificateOfInsurance

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.

84430

EXHIBIT K

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:

	8	4	l.	3	0
255,597					

DJD FUB/ILIGE & Co. Insurance, Inc. Inc. 5727 SW Macadam Ave State					¢. Gene	8443	0
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTERES NO RIGHTS UPON THE CERTIFICATE POLICIES. THE POLICIES INFORMATION IS AND TAKES TO INFORMATION IS UNANTER CONTRACT SETTINGE A LEAD THE LEAD TH	ACORD [®] CERTIFICATE	E OF LIABII		ISURA	ANCE		/YY)
	BELOW. THIS CERTIFICATE OF INSURANCE DOES REPRESENTATIVE OR PRODUCER, AND THE CERTIFIC	TIVELY AMEND, EXT NOT CONSTITUTE A CATE HOLDER.	END OR ALT CONTRACT	BETWEEN	OVERAGE AFFORDED THE ISSUING INSUREI	TE HOLDER. T BY THE POLIC R(S), AUTHORIZ	CIES ZED
PRODUCESN Star Strong 11 ST27 SW MacAdam Ave Star Strong 11 Star SW MacAdam Ave Star Strong 11 Port Lind OR 97239 More Lind OR 97232 More Lind OR 97239 More Lind OR 97239 More Lind OR 97239 More Lind OR 97239 More Lind Star Strong Lind More Lind OR 97232 More Lind OR 97239 More Lind	the terms and conditions of the policy, certain policies	L INSURED, the policy may require an endors	/(ies) must b ement. A sta	e endorsed. Itement on th	If SUBROGATION IS V his certificate does not	VAIVED, subjec confer rights to	t to the
5727 SW Macadam Ave 5727 SW Macadam Ave 700 Fox 69508 08 97239 Portland 08 97239 Montham Age of the state of the	PRODUCER				FAX		
Portland OR 97239 Instance Instance Instance Northwest Housing Alternatives, Inc. Instance Instance<	5727 SW Macadam Ave PO Box 69508	E-MAI	ss.drheau	Lt@jdfulw	iler.com	(503)293-5418	
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Willwarkie OR 97222 Milwarkie OR 97222 Willwarkie OR 97222 Willwarkie OCOVERAGES COVERAGES CERTIFICATE NUMBER-10/11 GL, AL, UND Resume 10: Magnene r. MIL OR TO CERTIFY THAT THE POLICES DE NORMARCE LISTED BELOW HAVE BEEN RESULED TO THE INCIDE MANDED ADDRE THE POLICES DE SCHOPE OF THE POLICES D					RDING COVERAGE	NAIC	; #
Northwest Housing Alternatives, Inc. Inc. 2316 SE Willard Street Insumer: Milwaukie OR 97222 Imsumer: Imsumer:	INSURED			can Fami	ly Home		
Millvaukie OR 97222 Insumers: Insumers: Insumers: COVERAGES CENTIFICATE NUMBER:10/11 GT, JAL, WB REVISION NUMBER: THIS IS TO CENTRY THAT THE FOLICIES OF INSUMANCE LISTED BELOW HAVE BEEN RSUED TO THE INSUMED ANAMED AROVE FOR THE FOLICY PENDO INFOLATED. ANAMED AROVE CONTRACT OF ANAMED AROVE FOR THE FOLICY PENDO REVISION AND CONSTRETE OR INVESTIGATION OF ANY CONTRACT OF ANAMED AROVE FOR THE FOLICY PENDO REVISION AND CONSTRETE OR INVESTIGATION OF ANY AND EBEEN RSUED TO THE INSUMED ANAMED AROVE FOR THE FOLICY PENDO REVISION AND CONSTRETE OR INVESTIGATION OF ANY							·····
MALIVAULT OR 97222 Insummers PHILE CENTIFICATE NUMBER: PRUMEER: PRUMEER: THIS IS TO GETTIFY THAT THE FOLCIES OF INSUMANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSUMED ADDRE FOR THE FOLCY PHYLIC PRUMEER: CENTIFICATE NUMBER: THE SITO GETTIFY THAT THE FOLCIES OF SCHEME DELEMENT SUBJECT TO ALL THE TERMS SCHEMENTSANDER SCHEMENTSANDER ANY RECURRENT. THE INSURANCE AFFORDED BY THE POLICIES DESCHEME DELEMENT SUBJECT TO ALL THE TERMS CENTIFICATE MAY DE ISSUED OF MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCHEME DELEMENT SUBJECT TO ALL THE TERMS OFFICIAL MARKET POLICY NUMBER A COUNTRACT COUNTRACT </td <td>2316 SE Willard Street</td> <td>INSUR</td> <td>ERD:</td> <td></td> <td></td> <td></td> <td></td>	2316 SE Willard Street	INSUR	ERD:				
COVERAGES CENTRICATE NUMBER:10/11 GL, AL, UNB CENTRICATE NUMBER:10/11 GL, AL, UNB THIS IS TO GENERATIVE THAT THE FOLCIORS OF INDURANCE LISTE DELOW HAVE ENEN ISSUED TO THE INSURED NAMEDE ABOVE FOR THE POLICY PRIVED NAMED BADVE FOR THE POLICY PRIVE DISCUBLED HEREN IS SUBJECT TO ALL THE TERMS SUCK NAME NAME NAME BEEN REPUED BY PAID CLAMES. Internal LIABILITY Internal LIABILITY POLICY NAMED BADVE FOR THE POLICY PRIVE DISCUBLED BY PAID CLAMES. Internal LIABILITY A GLAMESCOCK CARENCEL, LIABILITY POLICY NAMED BADVE FOR THE POLICY PRIVE DISCUBLE REPUED BY PAID CLAMES. Internal LIABILITY A GLAMESCOCK CARENCEL, LIABILITY POLICY NAMED BADVE FOR THE POLICY PRIVE DISCUBLE REPUED BY PAID CLAMESCOCK OF POLICY PRIVE PRIVE DISCUBLE DISCUBLE REPUED BY PAID CLAMESCOCK OF POLICY PRIV	Milwaukie OR 97222						
THE B TO CERTLY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN BOUED TO THE INSURED NAMED ABOVE FOR THE POLICY PENDE DEVICATE. MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY BOUCHARD. SUBJECT TO ALL THE TERMS DEVICATE. MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY BOLCARD. INTEGRATE MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY BOLCARD. INTEGRATE MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY BOUCHARD. INTEGRATE MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY BOLCARD. INTEGRATE MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY PERTIANCE AND CLAMP. INTEGRATE MAY BE ISSUED OF MAY PERTIAN, THE NURANCE AFFORDED BY THE POLICY PERTIANCE AND CLAMP. INTEGRATE MARCE ALL DEVICES IN THE NURANCE AFFORDED BY THE POLICY PERTIANCE AND CLAMP. INTEGRATE MARCE ALL DATES IN THE NURANCE AFFORDED BY THE POLICY PERTIANCE AND CLAMP. INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES 1,000,00 INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES 1,000,00 INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES 3,000,00 INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES INTEGRATE MARCE ALL DATES 3,000,00 INTEGRATE MARCE ALL DATES INTEGRATE ALL DATES INTEGRATE ALL DATES INTEGRATE ALL DATES INTEGRATE MARCE AND HALL DATES INTEGRATE ALL DATES INTEGRATE ALL DATES INTEGRATE ALL DATES <td>COVERAGES CERTIFICATE NUMB</td> <td></td> <td></td> <td></td> <td>REVISION NUMPER</td> <td></td> <td></td>	COVERAGES CERTIFICATE NUMB				REVISION NUMPER		
element Liasury X COMMERCIAL GENERAL LABILTY X CITY AIL TORNEY X COMMERCIAL GENERAL LABILTY X COMMERCIAL GENERAL LABILTY X X COMMERCIAL GENERAL LABILTY X X COMMERCIAL GENERAL LABILTY X X COMMERCIAL GENERAL COMMERCIAL GENERAL COMMERCIAL GENERAL COMMERCIAL GENERAL GENERAL COMMERCIAL GENERAL GENERAL COMMERCIAL GENERAL GENERAL COMMERCIAL GENERAL COMMERCIAL GENERAL COMMERCIAL GENERAL GENERAL COMMERCIAL GENERAL GENERAL COMMERCIAL GENERAL GENERAL GENERAL GENERAL GENERAL COMMERCIAL GENERAL GENE	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE I INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TER CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS	ISTED BELOW HAVE BE M OR CONDITION OF AI	EN ISSUED TO VY CONTRACT THE POLICIE REDUCED BY	o the insur f or other es describe / paid claims	ED NAMED ABOVE FOR DOCUMENT WITH RESP		
X COMMERCAL LABULTY ZCASCP00000200 L2/1/2010 IO/1/2011 A CLAMSMADE X OCCUR L2/1/2010 IO/1/2011 A CLAMSMADE X OCCUR 100,00 GENERAL LABULTY A APPROVED AS TO FORM. IO/1/2011 A CAMPROVED AS TO FORM. GENERAL ACGREGATE 3,000,00 A POLOCY CETY AT ORNEW IO/1/2011 GENERAL ACGREGATE 3,000,00 A AVMO ZCASCR000000200 L2/1/2010 L0/1/2011 GENERAL ACGREGATE 3,000,00 A AUMORAL LABULTY ZCASCR000000200 L2/1/2010 L0/1/2011 GENERAL ACGREGATE 3,000,00 A AUMORAL LABUTOS ZCASCR0000000200 L2/1/2010 L0/1/2011 GENERAL ACGREGATE 5,00 X UNRECELLALIAB X OCCUR ZCASFF0000000500 L2/1/2010 L0/1/2011 GENERAL ACGREGATE 5,00 X UNRECELLALIAB X OCCUR S 3,000,00 ACGREGATE 5,00 X UNRECELLALIAB X OCCUR S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
AND ADD ED (A) (1) (2000) APPROVED AS TO FORM MDD ED (A) (a	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)		· · · · · · · · · · · · · · · · · · ·
GENURAL AGGREGATE LIMIT APPLIES FER: Find and an and a statistic constraints of the statis constraint constraints of the statistic constraints o	A CLAIMS-MADE X OCCUR 2CA5CP					\$ 10	,00
Cert AddRecate LMT APPLIES FER: Image: Certify Addresses and the address and the addresses and the address and the addre		APPROVED	AS TO FO)RM			
POLICY Edit X Loc S AUTOMOBIL LIABILITY CITY AT CRNEY COMMEND SNOLL LIMIT \$ 1,000,00 AUTOMOBIL LIABILITY CITY AT CRNEY COMMEND SNOLL LIMIT \$ 1,000,00 Automobility Call State Commend State S S S S Automobility Automatic S Call State S S S S Automobility Call State Call State Call State S S S S Automobility Call State Call State S	GEN'L AGGREGATE LIMIT APPLIES PER:	÷	22	179-00			
X ANY AUTO CITY AT OKNEN 0 City AT OKNEN 0 Image: City	POLICY PRO- JECT X LOC	amela	6 6 6 70	Shit	PRODUCTS - COMPJOP AGG		,000
ALL UNKED AUTOS DESCRUCCIONS/LOCATONS X HIRED AUTOS X HIRED AUTOS X HIRED AUTOS X UNMSRELIA LIAB X OCCUR EXCESSION SCHEDUCE AUTOS X UNMSRELIA LIAB X OCCUR EXCESSION CLAIMS-MADE DEDUCTIBLE 10,000 X DEDUCTIBLE X DEDUCTIBLE X REFERENCE MOREENSCOMPERSUABILITY N/A MOREENSCOMPERSUABILITY N/A AM DEFINITION S 10,000 ZCA2PF0000000500 12/1/2010 10/1/2011 MOREENSCOMPERSUABILITY N/A MOREENSCOMPERSUABILITY N/A AM DEFINITION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is requireed) EEXCENTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is requireed) EEXCENTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is requireed) EEXCENTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is requireed) EEXCENTION OF OPERATIONS / VEHIC		CITYAT	ORNEY	- Ø			,000
Schebulge Autos Schebulge Autos X Wite Autos X NoN-OWNED AUTOS X Underinsured motorist BI single \$ 1,000,00 EXCESS LIAB CLAIMS-MADE EXCESS LIAB CLAIMS-MADE A DEDUCTIBLE EXCESS LIAB CLAIMS-MADE A DEDUCTIBLE Image: Compension of the compension	A ALL OWNED AUTOS 2CA5CA	00000200	12/1/2010	10/1/2011			
X NON-OWNED AUTOS Image: Source of the control of					PROPERTY DAMAGE		
X Underinsured motorist BI single \$ 1,000,00 X Underinsured motorist BI single \$ 1,000,00 EXCESS LIAB CLAIMS-MADE A A CLAIMS-MADE A DEDUCTIBLE B CLAIMS-MADE \$ A A MODESS DEDUCTIBLE 10,000 2CA2FF0000000500 12/1/2010 10/1/2011 \$ MODESS DEDUCTIBLE N/A WCSTATU- OTH \$ MODESS DEDUCTIBLE N/A WCSTATU- OTH \$ MODESS DEDUCTION OF OPERATIONS / VEHICLES (Attack ACORD 101, Additional Remarke Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ EEE: 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for teneard insured. Subject to policy terms, conditions, \$	X NON-OWNED AUTOS					\$ 5.	.000
EXCESS LIAB CLAIMS-MADE DEDUCTIBLE A.X. RETENTION \$ 10,000 2CA2FF000000500 12/1/2010 10/1/2011 A GGREGATE \$ 3,000,00 WORKERS COMPENSATION ANY DEPLOYERS LIABILITY ANY PREDUCTING COMPENSATION (Mendator WATING XECUTIVE V/N ANY PREDUCTION OF OPERATIONS LABILITY ANY PREDUCTION OF OPERATION OF OPERATIONS LABILITY ANY PREDUCTION OF OPERATION A STATUS ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY					Underinsured motorist BI single		·
A X RETENTION \$ 10,000 2CA2FF000000500 12/1/2010 10/1/2011 \$ AddRedATE \$ 3,000,00 WORKERS COMPENSATION AND EMPCARES COMPENSATION ADD EMPCARES COMPENSATION AND EMPCARES COMPENSATION AND AND AND EMPCARES COMPENSATION AND EMPCARES COMPACING AND AND					EACH OCCURRENCE	\$ 3,000,	,000
A X RETENTION \$ 10,000 2CA2FF000000500 12/1/2010 10/1/2011 \$ \$ WORKERS COMPENSATION AND EMPENSATION AND EMPENSATION					AGGREGATE	\$ 3,000,	,000
WORKERS COMPENSATION WC STATU OTH AND EMPOREMENTION WC STATU OTH AND EMPOREMENT EXECUTIVE N/A EL CACH ACCIDENT Winded tory in NII, If yes, describe under EL CACH ACCIDENT EL DISEASE - EA EMPLOYEE \$ DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL DISEASE - CALCY LIMIT EET 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for reneral liability coverage as a funding source for the named insured. Subject to policy terms, conditions, initations, and exclusions SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL		00000500	12/1/2010	10/1/2011			
ANY PROPRIE DOWNANTINENCECUTIVE N/A EL. EACH ACCIDENT \$ OFFICER/MEMBER EXCLUDED? N/A EL. DISEASE - EA EMPLOYEE \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT \$ ELE 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for remeral liability coverage as a funding source for the named insured. Subject to policy terms, conditions, imitations, and exclusions SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CARCELLATION AUTHORIZED REPRESENTATIVE Dana Rheault/SMORE Dana Rheault/SMORE MUTHORIZED REPRESENTATIVE Dana	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	······································			WC STATU- TORY LIMITS ER	\$	
Mess, describe under ELL. DISEASE - EX EMPLOTEE S DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD 101, Additional remarks Schedule, if more space is required) EL. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / UCATIONS / VEHICLES (Attach ACORD TO A Method Remarks Schedule, if more space is required) Should ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDACE WITH THE POLICY PROVISIONS	OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
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 reneral liability coverage as a funding source for the named insured. Subject to policy terms, conditions, imitations, and exclusions CANCELLATION 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 © 1988-2009 ACORD CORPORATION. All rights reserved	If yes, describe under DESCRIPTION OF OPERATIONS below			-			
E: 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for reneral liability coverage as a funding source for the named insured. Subject to policy terms, conditions, imitations, and exclusions CERTIFICATE HOLDER CANCELLATION 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 CORD 25 (2009/09)					E.L. DISEASE - POLICY LIMIT	\$	
E: 2011 EPAP Grant - The City of Portland, its officers, agents and employees are named as additional insured for reneral liability coverage as a funding source for the named insured. Subject to policy terms, conditions, imitations, and exclusions CERTIFICATE HOLDER CANCELLATION 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 CORD 25 (2009/09)							
Office of Neighborhood Involvement East Portland Neighborhood Office 1017 NE 117th Avenue Portland, OR 97220 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dana Rheault/SMORE CANCEL. CORPORATION All rights recorrect	RE: 2011 EPAP Grant - The City of Portland, i	ts officers, agent	s and empl	ovees are	named as additiona icy terms, conditio	l insured for ons,	c
Office of Neighborhood Involvement East Portland Neighborhood Office 1017 NE 117th Avenue Portland, OR 97220 AUTHORIZED REPRESENTATIVE Dana Rheault/SMORE	CERTIFICATE HOLDER	CANC	ELLATION				
1017 NE 117th Avenue AUTHORIZED REPRESENTATIVE Portland, OR 97220 Dana Rheault/SMORE CORD 25 (2009/09) © 1988-2009 ACORD CORPORATION All rights recorrect	Office of Neighborhood Involvemen	t THE ACC	EXPIRATION	DATE THE	REOF, NOTICE WILL E	ANCELLED BEFO	RE IN
CORD 25 (2009/09)	1017 NE 117th Avenue	AUTHO	RIZED REPRESE	NTATIVE			<u></u>
		Dana	Rheault/S	SMORE	Agenal. R	heart	<u> </u>
	ACORD 25 (2009/09) NS025 (200909) The ACORD na	ma and terre	© 198	38-2009 ACC	ORD CORPORATION. A	All rights reserv	ved.

•

.

EXHIBIT L

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 MAX*action*: 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

18443n

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 cleanup 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. <u>Publicity</u>: 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. <u>Records</u>: 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. <u>Grant Manager</u>: 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. <u>Amendment</u>. 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. <u>Billings/invoices/Payment:</u> 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. <u>Reports</u>: Grantee will submit to the CITY Grant Manager a report at the conclusion of the project. The Report will include:

A final written report outlining project accomplishments due by December 31, 2011, 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.

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: <u>www.eastportlandactionplan.org/updates</u>

III. PAYMENTS

1.

a.

b.

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

EXHIBIT L 184430

pending matters are closed.

F.

I.

1.

2.

1.

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.

WORKERS' COMPENSATION INSURANCE.

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.

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 selfinsured 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.

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.

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.

2.

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 L

<u>-e6.3</u> Date

2011

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 Ov. 97220				
Employer Identification Number (EIN) $\frac{93 - 0959838}{1000000000000000000000000000000000000$				
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:

Signature Karmon Name NU

EXHIBIT L

Grant No Grant Title:

CITY OF PORTLAND SIGNATURES

Approved by Office of Neighborhood Involvement:

Amalia Alarcón de Morris, Director

Approved as to form by City Attorney:

Office of City Attorney

Approved by City Auditor:

> Office of City Auditor Date

Date

Date

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

DEPARTMENT OF THE TREASURY

184430

	Employer Identification Number:
Date: JUN 2 5 2006	93-0959838
	DLN:
	606158253
EAST PORTLAND NEIGHBORS, INC.	Contact Person:
735 SE 106TH AVENUE	JOHN J KOESTER ID# 31364
PORTLAND, OR 97216	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

Letter 1050 (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;
- 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 <u>four or more</u> of the following circumstances exist. Contractor check four or more of the following:

A.

B.

C.

D.

E.

F.

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;

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;

- 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;
- Labor or services are performed only pursuant to written contracts;

Labor or services are performed for two or more different persons within a period of one year; or

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.

man Contractor Signature

Feb. 3, 2011

REV 01/07 - Same as Exhibit B in PTE contract

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. <u>V</u> 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____

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.

REV 05/08

ĆĆ	$\sum_{i=1}^{n}$	ம் [®] CER1	IFICATE OF L	ABILITY	INSUR	ANCE	DATE (MM/DD/YYYY)
RODUCI	ER	(503)227-0491 FAX:				SUED AS A MATTER C	7/14/2010
		ceek Insurance Serv		ONLY AN	D CONFERS I	NO RIGHTS UPON TH	IE CERTIFICATE
		5th Ave., Suite 335				ATE DOES NOT AME AFFORDED BY THE P	
		1, OR 97209			IL COVERAGE	ATTORDED BY THE T	OLICILS DELOW.
				INSURERS /	AFFORDING CO	VERAGE	NAIC #
SURED				INSURER A: Ph	iladelphia	Insurance Co.	
ast	Por	tland Neighbors, I	inc	INSURER B:			
017	NE	117th Ave.		INSURER C:		4	
				INSURER D:			
ortl		· · · · · · · · · · · · · · · · · · ·	220	INSURER E:			
OVEF							
any f May f	REQU PERTA	IREMENT, TERM OR CONDITIC AIN, THE INSURANCE AFFORDE	OW HAVE BEEN ISSUED TO THE IN OF ANY CONTRACT OR OTHE ID BY THE POLICIES DESCRIBED AY HAVE BEEN REDUCED BY PAI	R DOCUMENT WIT HEREIN IS SUBJEC D CLAIMS.	H RESPECT TO V T TO ALL THE TE	VHICH THIS CERTIFICATE I RMS, EXCLUSIONS AND CC	MAY BE ISSUED OR
R INSR		TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY	LIMI	rs
		NERAL LIABILITY				EACH OCCURRENCE	s 1,000,000
x		COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurrence)	\$ Included
X	-	CLAIMS MADE X OCCUR	PHPK568039	7/1/2010	10/1/2011	MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	s 1,000,000
	CF) N'L AGGREGATE LIMIT APPLIES PER;				GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 2,000,000
	1					FRODUCTS - COMP/OP AGG	\$ 2,000,000
	T	TOMOBILE LIABILITY	······································				
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
x		ALL OWNED AUTOS	PHPK568039	7/1/2010	10/1/2011	BODILY INJURY	
		SCHEDULED AUTOS	х.			(Per person)	\$
	X X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	S
	GA	RAGE LIABILITY	APPROVE	DAS TOFC	PRM	AUTO ONLY - EA ACCIDENT	S
		ANY AUTO				OTHER THAN EA ACC	\$
		<u> </u>	mal	Anene		AUTO ONLY: AGG	\$
	EX		OTTA	ATTYNDRIEV	Ø	EACH OCCURRENCE	\$
		OCCUR CLAIMS MADE	· CITY	ALLORINGY	64	AGGREGATE	S
					••		S
ĺ		DEDUCTIBLE					\$
wo	RKER	RETENTION S S COMPENSATION		1	 	WC STATU- OTH- TORY LIMITS ER	s
		LOYERS' LIABILITY				E.L. EACH ACCIDENT	s
OFf	FICER/	MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	
l If ye	əs. des	cribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT	
от	HER						
ie Ci	ty d	of Portland, its office	ES/EXCLUSIONS ADDED BY ENDORSE rs, agents and employees the named insured. Subj	are named as	additional in		
			plies due to non payment		cond, condit	were, familier (and GACLUSIONS.
ERTI	FICA	TE HOLDER		CANCELLAT	ION		
	~ •	ана — —				BED POLICIES BE CANCELLED B	
		y of Portland ice of Neighborhoo	d Tavolvomont	1		RER WILL ENDEAVOR TO MAIL	
		1 SW 4th Avenue, R				ER NAMED TO THE LEFT, BUT FA	
		tland, OR 97204				ITY OF ANY KIND UPON THE IN	SURER, ITS AGENTS OR
				AUTHORIZED REI			~
				Kim Hutchi		Kim Ku	chous !!
) 25	(2009/01)			-	ORD CORPORATION.	_
CORI					~ · · · · · · · · · · · · · · · · · · ·		