

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and East Portland Neighbors ("EPN" OR "GRANTEE") in an amount not to exceed \$28,138.

RECITALS:

The goal of the Neighborhood Small Grants Program is to provide neighborhood and community organizations with opportunities to expand their community-building capacity, attract new and diverse members and sustain those already involved.

To qualify for a neighborhood small grant, grant projects must build capacity in or build partnerships between neighborhood associations, community-based organizations, and/or such groups working specifically with underrepresented populations within a district coalition's area.

Funding was adopted by the City Council as part of the FY 2010-11 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$116,530 through City General Fund dollars. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

The Neighborhood Grants Program is administered through the seven neighborhood district coalitions and funded by the Office of Neighborhood Involvement.

The two City-administered neighborhood offices—East Portland Neighborhood Office and North Portland Neighborhood Services—administer their grant dollars and distribute funds to successful grantees. Those grantees are respectively East Portland Neighbors (EPN), Parkrose Heights United Methodist Church, and Kenton Action Plan (dba "North Portland Community Works" (NPCW)).

The EPN grant selection committee identified thirteen grant projects for funding in FY 10/11. The ONI FY 10/11 budget allocates \$16,388 in funding for the Neighborhood Small Grants Program (NSGP) for East Portland. Of that, \$15,138 of this total is being granted to EPN as fiscal sponsor for twelve projects. The remaining \$1,250 is granted through a separate grant for a project through Parkrose Heights United Methodist Church. An additional grant of \$13,000 is going to East Portland Neighbors for production of the *East Portland Neighborhood Association News*, a coalition-wide print newsletter for the purpose of encouraging and facilitating communication in outer East Portland.

Funding for these purposes was adopted by the City Council as part of the FY 2010-11 Office of Neighborhood Involvement (ONI) budget using General Fund dollars. The difference between the thirteen small grant awards totaling \$23,830 and the \$16,388 from the actual grant funding available in this year's fiscal budget is compensated by \$3,040.16 from FY09-10 unspent funds returned from EPN and a balance of \$4,401.84 from additional sources supplemented by EPN. (Total: \$15,138 NSGP + \$3,040.16 returned funds + \$4,401.84 additional EPN sources + \$13,000 newsletter = \$35,580)

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

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

Listed below are the sub-recipients of neighborhood small grants receiving fiscal sponsorship from East Portland Neighbors, including sub-recipients' organization, project title, amount awarded, and a brief description of each project.

Lents Neighborhood Association

Asian and Pacific Islander Parent and Youth Education Series

\$1,880.00

Help Asian and Pacific Islander (API) Marshall Campus (High School) students and their families build stronger relationships with their neighborhood -- while they prepare to attend other schools. Seminars will help make sure they don't get "lost in the shuffle."

Mill Park Elementary School

Mill Park Outdoor Classroom and Community Garden

\$1,380.00

Create an "outdoor classroom" at this elementary school to give students, mostly "extremely disadvantaged", the opportunity to learn gardening through hands-on experience.

Wilkes Community Group

Movies in Wilkes Park

\$1,180.00

Provide "fun" special events that also show established residents, and newcomers, the value of participating in their neighborhood association.

Wauna Vista Neighborhood Watch

Wauna Vista NNO Block Party

\$1,180.00

Expanding their National Night Out event, started in 2009 to include more neighbors. Includes hot dog dinner.

Parkrose Heights Association of Neighbors

Movie in Knott Park

\$1,180.00

One time community event: PP&R Movie in the Park

Lents Neighborhood Association

Lents Ramona St. Fair & Fun on Foster

\$2,180.00

Two events: Lents Ramona St. Fair and "Fun on Foster"; two community-based fairs to increase participation in local NA, increase visibility.

Lents Neighborhood Association

"Lents Founders Day 2011: A Celebration of Our Community"

\$3,500.00

To expand this annual celebration to include underrepresented and immigrant populations in and around Lents. Includes parade, concert, exhibits and community information tables.

Glenfair Neighborhood Association

Glenfair Movie in the Park and NNO Celebration

\$1,180.00

Provide a PP&R "Movie in the Park" combined with a National Night Out celebration to bring together diverse populations in the area.

Powellhurst-Gilbert Neighborhood Association

East Portland Exposition - "General Support"

\$3,500.00

An annual, two-day event designed to celebrate the diversity of people, organizations and businesses in outer East Portland.

Powellhurst-Gilbert Neighborhood Association

PGNA National Night Out

\$2,180.00

Hold a National Night Out celebration

Friends of Parklane Park

Park Partnership Development: Friends of Parklane Park

\$2,180.00

Through community contacts, culminating in a late summer event, continue to build partnerships with the aim of improving Parklane Park.

Hazelwood Neighborhood Association

Celebrating a New Park in Gateway

\$1,060.00

Create a free, family event with live music, family activities and "Movies in the Park" at this new 3 acre park on NE Halsey St.

East Portland Neighbors

East Portland Neighborhood Association News

\$13,000.00

Publish quarterly coalition newsletter for the next year. The newsletter would be mailed to all neighborhood association mailing lists. It would provide an opportunity for neighborhood associations to announce their meetings and events and tell about successful events and projects. The Newsletter serves as one of the ways neighborhood associations reach out to the general public.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: EPN and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events.
- B. Records: GRANTEE will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other

designated persons, upon request.

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- C. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The Grant Manager 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 Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Financial Report: A cost accounting of any grant fund expenditures to the seven sub-recipient organizations shall be made available to the City by June 30, 2011 and a final cost accounting submitted by June 30, 2012. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
- G. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2012 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
1. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 2. Description of the types of activities each grantee hosted and how many people participated.
 3. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 4. Provide at least one digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$15,138 upon execution of this grant agreement.

- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- 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 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 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.

V. 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 June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

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

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

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

Approved by the Grantee: Raymond Hites March 7, 2011
Signature Date
RAYMOND HITES
Name
PRESIDENT
Title

CITY OF PORTLAND

GRANTEE

Name: Amalia Alarcon de Morris
 Title: Director, ONI
 Date:

Raymond Hites
 Name: Ray Hites
 Title: President, EPN
 Date: March 7, 2011

APPROVED AS TO FORM:

APPROVED AS TO FORM

[Signature]
 Linda Meng, City Attorney
 CITY ATTORNEY

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

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

City Project Manager Signature _____ Date 02.04.11

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 four or more of the following circumstances exist. Contractor check four or more of the following:

- A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
D. Labor or services are performed only pursuant to written contracts;
E. Labor or services are performed for two or more different persons within a period of one year; or
F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature Raymond J. Hester Date Feb. 3, 2011

Grant Insurance Requirements

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

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

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

- 2. Required and attached ^{BA} 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 ^{BA} or Waived by City Attorney : _____

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

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

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

- 5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Grantee or its insurer(s) to the City.

- 6. Certificates of insurance. As evidence of the insurance coverages required by this grant agreement, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed grant agreements. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2010

PRODUCER (503)227-0491 FAX: (503)227-0927 Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED East Portland Neighbors, Inc 1017 NE 117th Ave. Portland OR 97220		INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

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

APPROVED AS TO FORM
Indira Menon
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Portland, its officers, agents and employees are named as additional insured for general liability coverage as a funding source for the named insured. Subject to policy terms, conditions, limitations, and exclusions. 10 day notice of cancellation applies due to non payment of premium.

CERTIFICATE HOLDER City of Portland Office of Neighborhood Involvement 1221 SW 4th Avenue, Rm 110 Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kim Hutchinson/KIM <i>Kim Hutchinson</i>
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GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Parkrose Heights United Methodist Church (OR "GRANTEE") in an amount not to exceed \$1,250.

RECITALS:

The goal of the Neighborhood Small Grants Program is to provide neighborhood and community organizations with opportunities to expand their community-building capacity, attract new and diverse members and sustain those already involved.

To qualify for a neighborhood small grant, grant projects must build capacity in or build partnerships between neighborhood associations, community-based organizations, and/or such groups working specifically with underrepresented populations within a district coalition's area.

Funding was adopted by the City Council as part of the FY 2010-11 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$116,530 through City General Fund dollars. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

The Neighborhood Grants Program is administered through the seven neighborhood district coalitions and funded by the Office of Neighborhood Involvement.

The two City-administered neighborhood offices—East Portland Neighborhood Office and North Portland Neighborhood Services—administer their grant dollars and distribute funds to successful grantees. Those grantees are respectively East Portland Neighbors (EPN), Parkrose Heights United Methodist Church, and Kenton Action Plan (dba "North Portland Community Works" (NPCW)).

The EPN grant selection committee identified thirteen grant projects for funding in FY 10/11. The ONI FY 10/11 budget allocates \$16,388 in funding for the Neighborhood Small Grants Program for East Portland. Of that, \$15,138 is being granted to EPN as fiscal sponsor for twelve projects (See Exhibit A). The remaining \$1,250 is funding the grant represented in this document (Exhibit B).

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:

Parkrose Heights Community Garden Improvements project will:

- Plan for installation of a greenhouse and recruit gardeners from last year for board participation;
- Purchase and install the greenhouse;
- Design and order a permanent sign; design community gathering space; begin planting the garden;
- Build community gathering space; develop child/parent garden workshop;
- Install permanent sign; hold neighborhood solstice event in completed community gathering space;
- Continue to plant and tend the garden;
- Provide educational event/class held in partnership with Sacramento School and/or The Lily Field Montessori School;
- Plan and hold Harvest Festival
- Board of directors to plan for 2012.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events.
- B. Records: GRANTEE will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request.
- C. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The Grant Manager 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 Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Financial Report: A cost accounting of any grant fund expenditures to the seven sub-recipient organizations shall be made available to the City by June 30, 2011 and a final cost accounting submitted by June 30, 2012. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
- G. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2012 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):

provided by ONI):

1. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
2. Description of the types of activities each grantee hosted and how many people participated.
3. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
4. Provide at least one digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$15,138 upon execution of this grant agreement.
- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- 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 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 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.

V. TERM OF GRANT

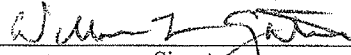
The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): PARKROSE UNITED METHODIST CHURCH
 Address: 1111 NE KNOTT ST., PORTLAND, OR 97220
 Employer Identification Number (EIN) 93-0516414
 City of Portland Business License # _____
 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.

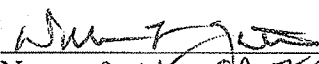
I, the undersigned, agree to perform work outlined in this grant agreement in accordance to the terms and conditions made part of this agreement.

Approved by the Grantee:  3/7/11
 Signature Date
WILLIAM E. GATES
 Name
PASTOR
 Title


CITY OF PORTLAND

GRANTEE

Name: Amalia Alarcon de Morris
 Title: Director, ONI
 Date: _____


 Name: BILL GATES
 Title: PASTOR
 Date: 3/7/11

APPROVED AS TO FORM:

APPROVED AS TO FORM

 Linda Meng, City Attorney
 CITY ATTORNEY

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature [Signature] Date Feb 1, 2011 Entity Fenrose United Methodist Church

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

SECTION B

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

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

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

Contractor Signature

Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE



POLICY NO. 97-BG-J507-4
REPLACES NO. 97-BF-P348-9

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

15-95AC-F477

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

NGCI CARRIER CODE NO. 14842
FEIN 930516414

OTHER WORKPLACES NOT SHOWN
AT LEFT; SEE WC990002
INSURED IS A CORPORATION

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 01/01/2011 TO 01/01/2012 12:01 A.M. STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: OR

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000A
WC000404 WC360301/0484 WC000414 WC360401 WC360601E WC000421C
WC000422A

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.

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

APPROVED AS TO FORM

Imda Krueger
CITY ATTORNEY

EMPLOYERS LIABILITY INCREASED LIMITS
MERIT RATING 10.0%
CATASTROPHE (OTHER THAN TERRORISM) 9741
TERRORISM 9740
EXPENSE CONSTANT
MINIMUM PREMIUM \$ 500 OREGON

80,729	.02	-84
80,729	.02	16
		16
		140
TOTAL ESTIMATED ANNUAL PREMIUM \$		925

PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL DEPOSIT PREMIUM \$ 925
4.60% OREGON TAX/WORKERS COMP. DEPT \$ 42.54

PREPARED 11/08/2010

COUNTERSIGNED

IC 00 00 01 A 56 2108 0418 BY AGENT

184469

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01



THIS FORMS A PART OF POLICY NO. 97-BG-J507-4. COVERAGE IS PROVIDED BY 15-95AC-F477
STATE FARM FIRE AND CASUALTY COMPANY
PO BOX 5000, DUPONT WA 98327-5000

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

THE EFFECTIVE DATE IS 01/01/2011
THE EXPIRATION DATE IS 01/01/2012

ADDITIONAL LOCATIONS OF THE INSURED

LOCATION
NUMBER

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

COUNTERSIGNED _____

BY AGENT

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

During the term of this contract 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. X ^{BN} Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, 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 Contract:

3. X ^{BN} Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

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

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each 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 contract.

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 contract, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed contracts. 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.

184469



CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER The Church Insurance Agency Corp 445 5th Ave New York NY 10016		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Parkrose UMC 11111 NE Knott St Portland OR 97220		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Praetorian Ins Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

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

APPROVED AS TO FORM

Imela Henzler
CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All operations of the named insured including the securing of a Grant from the City of Portland Oregon in connection with which the certificate holder is named as an additional insured but only with regard to the actions of the named insured effective 2/3/11

CERTIFICATE HOLDER City of Portland Oregon, Its Officers, Agents & Employees 1221 SW 4 Ave Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Marcus Woodson</i>
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IMPORTANT

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

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

DISCLAIMER

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

GRANT AGREEMENT NO.

This is Grant Agreement between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and North Portland Community Works ("NPCW" OR "GRANTEE") in an amount not to exceed \$9,633.

RECITALS:

The goal of the Neighborhood Small Grants Program is to provide neighborhood and community organizations with opportunities to expand their community-building capacity, attract new and diverse members and sustain those already involved.

To qualify for a neighborhood small grant, grant projects must build capacity in or build partnerships between neighborhood associations, community-based organizations, and/or such groups working specifically with underrepresented populations within a district coalition's area.

Funding was adopted by the City Council as part of the FY 2010-11 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$116,530 through City General Fund dollars. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Five called for supporting the community's capacity to take action to move forward its priorities including providing small grants to community organizations.

The Neighborhood Grants Program is administered through the seven neighborhood district coalitions and funded by the Office of Neighborhood Involvement.

The two City-administered neighborhood offices—East Portland Neighborhood Office and North Portland Neighborhood Services—administer their grant dollars and distribute funds to successful grantees. Those grantees are respectively East Portland Neighbors (EPN), Parkrose Heights United Methodist Church, and Kenton Action Plan (dba "North Portland Community Works" (NPCW)).

The North Portland Community Works grant selection committee identified seven grant projects for funding in FY 10/11. The ONI FY 10/11 budget includes \$9,633 in funding for the Neighborhood Small Grants Program for North Portland.

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

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

Listed below are the sub-recipients of neighborhood small grants receiving fiscal sponsorship from North Portland Community Works, including sub-recipients' organization, project title, amount awarded, and a brief description of each project.

St. Johns Farmers Market

St. Johns Farmers Market outreach

These funds will be used to promote the St Johns Farmers Market through the purchase of sign boards.

\$500

Open Meadow Board

Open Meadow Outreach

\$1500

These funds will be used to support the community outreach work of Open Meadow Learning Center Outreach to underserved populations.

St Andrews Church

Food Pantry

\$833

These funds will be used to repair the failing foundation of the North Portland Food Bank serving the North Portland Peninsula.

St Johns Farmers Market

Roosevelt High School Internship Program

\$1,500

These funds will be used for stipends paid to youth workers from Roosevelt High School for their service to the St Johns Farmers Market.

East Columbia Neighborhood Association

Blue Heron Wetlands Restoration

\$2000

These funds will be used to remove from the Blue Heron Wetlands invasive weeds, now threatening to impact the wetlands of Peninsula 2 drainage.

Manufactured Home Association

Hayden Island Community Bulletin Boards

\$1300

These funds will be used to construct 3 community bulletin boards in West Hayden Island to help residents keep track of the Columbia River Crossing activity and other community events.

John Jacob Astor Drill and Drum Team

John Jacob Astor PTA

\$2500

These funds will be used to purchase musical instruments for the John Jacob Astor School Drill and Drum Team.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE and sub-grantees will acknowledge the City of Portland Office of Neighborhood Involvement as the source of the grant in any promotional materials or events.
- B. Records: GRANTEE will maintain all records for the program. All records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other

designated persons, upon request.

184469

- C. Grant Manager: The Grant Manager for this grant is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated by the Director of the Office of Neighborhood Involvement.
- D. Amendment. The Grant Manager 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 Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- E. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- F. Financial Report: A cost accounting of any grant fund expenditures to the seven sub-recipient organizations shall be made available to the City by June 30, 2011 and a final cost accounting submitted by June 30, 2012. Such cost accounting reports shall include an overall expense summary covering the entire advance period. The GRANTEE shall reimburse the City for any unexpended amount.
- G. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by January 31, 2012 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - 1. Description of the successes and challenges of each grantee's project in the following areas: building community, attracting new and diverse membership, building leadership for your organization, encouraging your membership and leaders to stay involved in your organization, and building new, or strengthening existing, partnerships with other organizations or groups.
 - 2. Description of the types of activities each grantee hosted and how many people participated.
 - 3. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - 4. Provide at least one digital photograph or a short video of each grantee's activities (in electronic format), and samples of any outreach materials you developed and used (e.g. flyers, posters, etc.), which illustrates how each project has supported the organizational capacity of Portland's neighborhood and civic engagement system.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$9,633 upon execution of this grant agreement.

- B. Funds for Neighborhood Small Grants Program should be kept separate from any other account held by the grantee.
- C. 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.
- D. Grant payments under this Agreement may be used only for to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- 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 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 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.

V. 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 June 30, 2012.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): NORTH PORTLAND COMMUNITY WORKS
 Address: 2201 N SCHOFIELD, PORTLAND, 97217
 Employer Identification Number (EIN) 449003 X
 City of Portland Business License # 449003 X FEDERAL TAX ID 93-1156762
 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] 3.7.11
 Signature Date
JASON M. HATCH
 Name
PRESIDENT
 Title

CITY OF PORTLAND

GRANTEE

Name: Amalia Alarcon de Morris
 Title: Director, ONI
 Date:

Name: Jason Hatch
 Title: President, NPCW
 Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM

[Signature]
 Linda Meng, City Attorney
 CITY ATTORNEY

EXHIBIT B
INDEPENDENT GRANTEE CERTIFICATION STATEMENT

SECTION A

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

Signature _____ Date _____

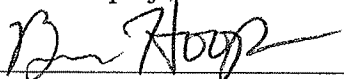
Entity _____

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

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent grantee" 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.



 Project Manager Signature 3/9/11
Date

SECTION C

Independent grantee certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;

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

Grantee Signature

3.7.11

Date

EXHIBIT C

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

During the term of this contract 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).

-
- Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, 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 Contract:

- Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

- _____ Required and attached or Waived by City Attorney : *DLA*

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each 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 contract.

- 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 contract, the Grantee shall furnish acceptable insurance certificates to the City at the time grantee returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2011

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

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

PRODUCER Gales Creek Insurance Services Inc. 800 NW 6th Ave., Suite 335 Portland, OR 97209	CONTACT NAME: Kim Hutchinson		
	PHONE (A/C No, Ext): (503) 227-0491	FAX (A/C, No): (503) 227-0927	
	E-MAIL ADDRESS: kim@galescreek.com		
	PRODUCER CUSTOMER ID#: 00000935		
INSURED North Portland Neighborhood Services Inc. 2209 N. Schofield Portland OR 97217	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Markel Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 2011-2012 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			8502SS308076-3	1/23/2011	1/23/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			4602SS340024-1	1/23/2011	1/23/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE	X				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM
Paula M. ...
CITY ATTORNEY

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 Additional Insureds under this policy. RE: The City of Portland Office of Neighborhood Involvement North Portland Neighborhood Services 2011 Neighborhood Small Grants Program.

CERTIFICATE HOLDER City of Portland Office of Neighborhood Involvement 1221 SW 4th Ave Portland, OR 97204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kim Hutchinson/KIM <i>Kim Hutchinson</i>

North Portland Neighborhood Services, Inc

NORTH PORTLAND NEIGHBORHOOD SERVICES, INC.
2209 N SCHOFIELD
PORTLAND, OR 97217

Company: Market Insurance Company

Policy Number: 8502SS308076-3

Policy Period: 01/23/11 to 01/23/12

Annual Premium: \$6,260.00

GENERAL LIABILITY COVERAGE

Locations: 1. 2209 N Schofield St., Portland, OR
2. 3839 N Melrose Drive, Portland, OR
3. 8105 N Brandon Avenue, Portland, OR

Limits:

General Aggregate	\$ 2,000,000.
Products & Completed Operations	\$ 2,000,000.
Personal & Advertising	\$ 1,000,000.
Each Occurrence	\$ 1,000,000.
Fire Damage	\$ 1,000,000.
Medical Payments	\$ 10,000.

NOTABLE INCLUSIONS:

Premises Operations
Special Events
Meetings
Office of North Portland Neighborhood
Blanket Additional Insured
City of Portland Additional Insured Endorsement
Liquor Liability

NOTABLE EXCLUSIONS:

Athletic or Sports Participants
Counseling Services
Whitewater Rafting
Total Pollution
Mold, Fungi or Bacteria
Abuse or Molestation
Designated Professional Services
Employment Related Practices (EPL)
Third Party EPL including Claim of discrimination
Lead
Asbestos
Non-Owned & Hired Automobile

PROPERTY

Limits:

Location #1
Business Personal Property \$ 10,000

Perils:
Special Form
Replacement Cost
90% Co-Insurance
Deductible: \$500

December 6, 2010

North Portland Neighborhood Services, Inc

Company: Market Insurance Company
Policy Number: 4602SS340024-0
Policy Period: 01/23/11 to 01/23/12
Annual Premium: \$1,054.00
COMMERCIAL UMBRELLA

Limits:

Each Occurrence	\$ 1,000,000.
Aggregate	\$ 1,000,000.

Self Insured Retention: \$10,000.

Includes:"

Liquor Liability

Excludes:

Claims of Sexual Abuse
 Directors & Officers
 Designaed Professional Services
 Terrorism

Company: Capitol Indemnity Corporation
Policy Number: PAI V00244735-001
Policy Period: 03/08/10 to 03/08/11
Annual Premium: \$300.00
ACCIDENT

Limits:

Medical Expense Benefit	\$ 15,000
AD&D	\$ 5,000

Deductible: 0
 Primary Coverage

Company: Carolina Casualty Insurance Company
Policy Number: 3970598
Policy Period: 08/10/2010 to 08/10/2011
Annual Premium: \$3,772.00
DIRECTORS & OFFICERS

Limits:

Combined Aggregate Limit	\$ 2,000,000
Directors and Officers Liability	
Employment Practices Liability	

Deductible: \$5,000

**THIS IS AN INSURANCE SUMMARY ONLY. PLEASE REFER TO YOUR
 POLICY FOR SPECIFIC COVERAGES.**

December 6, 2010

North Portland Neighborhood Services Subsidiary Neighborhood Groups**January 23 2011 to January 23 2012**

North Portland Community Works/Kenton Action Plan
Overlook Neighborhood Association
Arbor Lodge Neighborhood Association
Kenton Neighborhood Association
Interstate Corridor Business Association
Livable North Portland
Bridgeton Neighborhood Association
Harpers Playground
Portland Media Lab
St Johns Bizarre
North Portland Tool Library
Interstate Farmers Market
Pittman Sculpture Park
Historic Kenton Firehouse Committee
Hayden island Neighborhood Network
East Columbia Neighborhood Association
Kenton Business Association
Piedmont Neighborhood Association
North Portland Business Association
Friends of Cathedral Park Neighborhood Association
npGREENWAY
St. John Neighborhood Association
St Johns Farmers Market
University Park Neighborhood Association
Portsmouth Neighborhood Association
Friends of the Overlook House Harbor Oil Community Advisory Group
SJ + Art
Friends of Baltimore Wood
St Johns Main Street Coalition



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone:(503)986-2200
Fax:(503)378-4381
www.filinginoregon.com

Registry Number: 344712-92
Type: ASSUMED BUSINESS NAME

NORTH PORTLAND COMMUNITY WORKS
TOM GRIFFIN-VALADE
2209 N SCHOFIELD
PORTLAND OR 97217

*NOTE: Assumed Business Names are
required to renew every two years.*

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document

APPLICATION FOR REGISTRATION

Filed On

03/03/2006

Name

NORTH PORTLAND COMMUNITY WORKS

Principal Place of Business

2209 N SCHOFIELD
PORTLAND OR 97217

Authorized Representative

TOM GRIFFIN-VALADE
2209 N SCHOFIELD
PORTLAND OR 97217

Registrant

THE KENTON ACTION PLAN

ALL COUNTIES

BARGRO
ACK
03/03/2006