

Grant No

\$30,000

DOWNTOWN RETAIL STRATEGY GRANT AGREEMENT

This DOWNTOWN RETAIL STRATEGY GRANT AGREEMENT ("Grant Agreement") dated as of March 15, 2011, is entered into by and between PORTLAND BUSINESS ALLIANCE, an Oregon non-profit corporation ("Grantee"), and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND BUREAU OF TRANSPORTATION ("Grantor"). Grantor and Grantee may be referenced individually as a "party" or collectively as the "parties."

RECITALS

A. Grantor and Grantee collaborated on the development of the 2009 Portland Downtown Retail Strategy, which is a plan of action designed to maintain and enhance the Downtown Portland Retail Core (the "Retail Strategy") as a regional destination.

B. Retail Strategy supports Objective 2.2 of the Portland Economic Development Strategy: "Enhance the vitality and distinctiveness of the Central City to showcase our sustainable way of life and attract creative class talent." As the downtown retail core is the face of Portland's Central City, its health and vitality is the cornerstone for a healthy city and a healthy economy.

C. The Retail Strategy contemplates that Grantee will take the lead in implementing the strategy in consultation and coordination with Grantor.

D. In order to implement the Retail Strategy, Grantee has requested approximately \$30,000 in financial assistance from Grantor.

E. Grantor is willing to provide such assistance on the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise defined herein, capitalized terms in this Grant Agreement shall have the meanings set forth in Article 1 of this Grant Agreement and the recitals hereof.

"Default" means an event of default or an event which, with notice or lapse of time, or both, would become an Event of Default.

"Event of Default" means (i) with respect to this Grant Agreement, any Event of Default described in Article 6 of this Grant Agreement and (ii) with respect to any other Grant Documents, any event of default

described therein.

"Grant" means the grant described in this Grant Agreement.

"Grant Amount" means the dollar amount to be granted by Grantor to Grantee, as provided in Section 2.1 hereof.

"Grant Documents" mean this Grant Agreement and all other agreements, documents and instruments executed by Grantee in connection with the Grant.

ARTICLE 2 GRANT GENERALLY

Section 2.1 Grant Amount. On the terms and conditions of this Grant Agreement, Grantor agrees to make a one time Grant to Grantee in an amount not to exceed THIRTY THOUSAND NO/100 DOLLARS (\$30,000) to assist Grantee in implementing the Retail Strategy as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Project").

Section 2.2 Disbursement of Grant Proceeds. Provided that no Default has occurred, Grantor shall disburse the Grant proceeds to Grantee in a lump sum payment on March 31, 2011, or the date this agreement becomes effective, whichever date is sooner. The Grant payment is for services provided in FY 2010 and FY 2011. Grantee will be responsible for tracking monthly expenses in form and substance satisfactory to Grantor, detailing the Eligible Costs incurred by Grantee and will make these invoices available to Grantor upon request. Eligible costs are those outlined in Exhibit A, Section 1, 2, 3, & 4. At the termination or conclusion of the Grant, Grantee shall return to Grantor any grant funds not spent on eligible expenses before the date of termination.

Section 2.3 Term. This grant is effective from the date that both parties execute the Grant until June 30, 2012 unless terminated sooner.

Section 2.3 Grant Manager. The Grant Manager for this grant is Ron Geason, his designee, or whomever the Grantor appoints to succeed this person as Grant Manager.

Section 2.4 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.

Section 2.5 Indemnification. Grantee shall hold harmless, defend, and indemnify the Grantor and the Grantor'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.

Section 2.6 **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.

Section 2.7 **Liability Insurance.**

1. Grantee shall maintain public liability and property damage insurance that protects Grantee and the Grantor, 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 be without prejudice to coverage otherwise existing and shall name as additional insureds the Grantor 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 Grantor.

**ARTICLE 3
GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 3.1 Existence and Power; Authority. Grantee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oregon. Grantee has (a) full power and authority to carry on its business as now being conducted and as Grantee contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement

and all other Grant Documents and to incur and perform its obligations hereunder and thereunder. The execution and performance by Grantee of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Grantee. This Grant Agreement and the other Grant Documents have been duly executed by Grantee and will constitute legal, valid and binding obligations of Grantee, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

Section 3.2 No Violations or Default. Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Grantee or the Project that would constitute an Event of Default or which, with the lapse of time, if not cured, or with the giving of notice or both, would become an Event of Default.

Section 3.3 Litigation. No action, suit or proceeding (and to Grantee's knowledge, no investigation) is pending against Grantee or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Grantee, the Project or the power of Grantee to complete the Project or (b) which purports to affect the legality, enforceability, or validity of any Grant Document.

Section 3.4 Compliance With Laws. Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 4 AFFIRMATIVE COVENANTS

Until completion of the Project, Grantee covenants and agrees as follows:

Section 4.1 Licenses; Maintenance of Business. Grantee will remain a non-profit corporation validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 4.2 Performance of Obligations. Grantee will comply with all the requirements of the Grant Documents, including but not limited to, those set forth in Exhibit A.

Section 4.3 Matching Funds. To finance the costs of the Project that are not Eligible Costs and as otherwise necessary to complete the Project, Grantee shall utilize its own funds.

Section 4.4 Compliance with Laws and Use Restrictions. Grantee will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Grantee and the Project, including all applicable health and safety, environmental, and zoning laws.

Section 4.5 Other Obligations. Grantee will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision having been made in

accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Grantee.

Section 4.6 **Indemnity.** Grantee shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Grantee in any Grant Documents, (b) any transaction contemplated by this Grant Agreement or any other Grant Document and (c) the actions or inactions of Grantee, or its employees, agents or contractors, related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. Grantee's obligations under this Section 4.6 shall survive completion of the Project.

ARTICLE 5 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 5.1 **Failure to Disclose Material Facts.** Grantee fails to disclose any fact material to the making of the Grant, or a disbursement, to Grantee, or upon discovery by Grantor of any misrepresentation by, on behalf of, or for the benefit of, Grantee.

Section 5.2 **Failure to Pay Amounts Due.** Grantee fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 5.3 **Failure to Comply with Other Obligations.** Grantee fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Grantee by this Grant Agreement and such failure remains uncured 30 days after written notice thereof to Grantee.

ARTICLE 6 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT/TERMINATION

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 6.1 **Repayment.** Grantor may declare the entire original Grant Amount (or so much thereof as has been disbursed to Grantee) and other charges payable by Grantee pursuant to this Grant Agreement, to be immediately due and payable in full and, upon such declaration, Grantee shall pay to Grantor the amount declared to be immediately due and payable.

Section 6.2 **Termination.** The parties may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the Grantor 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.

Section 6.3 **Payment of Costs of Collection.** In case of a Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement, the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including,

without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding.

ARTICLE 7 MISCELLANEOUS

Section 7.1 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

If to Grantee: Portland Business Alliance
Attn: Sandra McDonough
President and Chief Executive Officer
Portland, Oregon 97204
Telephone: (503) 224-8684
Facsimile: (503) 323-9186

If to Grantor: Portland Bureau of Transportation
Attn: Tom Miller
1120 SW Fifth Ave, Suite 800
Portland, OR 97204
Telephone: (503) 823-5185
Facsimile: (503) 823-7576

with a copy to: Linda Meng
City Attorney
1221 SW 4th Avenue, Rm 430
Portland OR 97204
Telephone: (503) 823-4047
Facsimile: (503) 823-3089

Section 7.2 **Successors and Assigns.** Grantee may not assign this Grant Agreement, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 7.3 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Grant Agreement must be brought and conducted in the federal or state court, as appropriate, serving Multnomah county, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.

Section 7.4 **Assignment.** Grantee may not assign this Grant Agreement without the prior written consent of Grantor.

Section 7.5 **Modification; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Grantee and Grantor. This Grant

Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 7.6 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 7.7 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 7.8 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 7.9 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 7.10 **Integration, Amendment.** This Grant Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Grant Agreement. This Grant Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter hereof. This Grant Agreement may not be amended except in writing executed by the parties.

Section 7.11 **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 Grantor 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.

Section 7.12 **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 termination or conclusion of the Grant.

Section 7.13 **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.

Section 7.14 **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.

Section 7.15 **Survival.** Upon termination of this Agreement, Grantor shall have no further obligation to disburse Grant proceeds to Grantee except, in accordance with and subject to the limitations of Article II, to cover Eligible Costs incurred prior to the termination. The provisions of Sections 2.4, Section 4.2, Section 4.6 and Grantor's rights and remedies arising from a Default or Event of Default, that occurs prior to termination, shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives as of the date first above written.

GRANTOR:

GRANTEE:

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND BUREAU OF TRANSPORTATION**

PORTLAND BUSINESS ALLIANCE, an Oregon non-profit corporation

By: _____
Name: Tom Miller
Title: Bureau Director

By: *[Signature]*
Name: Sandra McDonough
Title: President and Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM

City Attorney *[Signature]*
CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL

EXHIBIT A**Project Description****SCOPE OF PROJECT**

Grantee shall complete the following work as part of the Project:

1. ORGANIZATION:

- A. Work with the Downtown Retail Strategy (AKA DMI Board) Advisory Board made up of a group of key influencers to the implementation of the 2009 Portland Downtown Retail Strategy. Utilize the creativity and expertise of the Advisory Board to develop and leverage innovative public/private partnerships to support efforts to retain existing and recruit new retail in downtown Portland.
- B. Focus efforts on the target "retail core" and its boundaries identified in the 2009 Retail Strategy.
- C. Identify an ongoing work plan for the Project to include a short list of actionable priorities and benchmarks in coordination with the 2009 Retail Strategy including contacts- phone, email, and in person- to targeted list of retailers, local and national, for recruitment into downtown Portland, assistance to broker and landlord with tenanting of for lease properties, and presentation and recommendation of retail projects eligible for PDC funding programs

2. RETAIL RETENTION & RECRUITMENT

- A. Lead a targeted retail recruitment effort and facilitate the negotiation process for downtown retail specific projects as identified in the Retail Strategy.
- B. Continue to implement recruitment strategy for national retailers and restaurants including outreach to targeted list of retail tenants approved over the phone, email, and in person meetings
- C. Further relationships with a pool of retailers/restaurants interested in the Portland market, through introduction to Portland market and relationship building with local broker
- D. At ICSC Leasing Convention, present Downtown Portland sites to key retailers through meetings with potential retail tenants.
- E. Continue regional recruitment of local independent retailers targeted for expansion located through Portland Metropolitan region as well as Seattle MSA.
- F. Support retention efforts of existing key Downtown Portland retailers.
- G. Work with Retail Strategy Task Force staff group to execute an action plan for enrolling key property owner and retail broker stakeholders and for addressing key issues as identified in the Retail Strategy including but not limited to:
 - a. Developing and implementing a vacant storefront activation strategy.
 - b. Explore re-tenanting key retail opportunity sites that are currently underutilized.
 - c. Assist in branding effort for Yamhill/Morrison retail signature streets.

- d. Gain support and participation from property owners and retailers for the Retail Compact.
 - e. Work with Bureau of Development Services, as needed, to assist retail businesses with permitting and design review.
- H. Provide packages for property owners and retail brokers for specific key downtown locations. Advise on marketing and resource materials to assist retail brokers and property owners. Provide consistent and accurate content for the "downtown retail story."
- I. Continue to work with PBOT and other partners to upgrade the retail space and assist the city with tenant selection at the 10th and Yamhill and 3rd & Alder garage and other city owned garages as needed. Meet at least quarterly with the PBOT Manager of Business Services or his designee to review progress under the terms of this agreement.

3. COMMUNICATION

- A. Support efforts toward parking management initiatives including redevelopment of Smart Park garages and promotion of parking validation programs.
- B. Collaborate with other existing organizations (e.g., Portland Mall Management Inc. (PMMI), Clean and Safe, Inc. (formerly known as PDSI), Downtown Marketing Initiative (DMI), and the Central City Committee to implement related retail strategy elements with greatest efficacy and prevent duplication of efforts.
- C. Refine communications strategy, including spokesperson(s) and messages, to respond to local & national media inquiries about the downtown Portland retail story in conjunction with the Downtown Marketing Initiative, a program funded by the City through parking garage revenue and general funds.

4. INFORMATION AND REPORTING

- A. Include Grantor's Project Manager in monthly meetings with the contractor (described below) implementing the Project.
- B. Routinely share relevant retail and development specific information from a local, regional and national perspective that may impact decisions by retailers on where to locate in the retail core, with Grantor and the City of Portland.
- C. Participate in meetings related to the implementation of the 2009 Retail Strategy as requested by Grantor and the City of Portland.

5. PORTIONS OF THE PROJECT WHOSE COSTS ARE ELIGIBLE FOR REIMBURSEMENT AS DESCRIBED IN ARTICLE 2 OF THE GRANT AGREEMENT

The following portions of the Project are eligible for reimbursement as described in Article 2 of the main Grant Agreement: Contractor time spent on the portions of the Project described in Sections 1, 2, 3, and 4 are eligible for reimbursement.

IMPLEMENTATION

Grantee shall implement the Project primarily through a contract with Cori Jacobs, or other contractor acceptable to Grantor, who will provide the services necessary to complete the activities described above. The contract shall: (a) provide for a monthly retainer of not more than \$7,000 per month, (b) require at least 56 hours per month of work on this Project, (c) include a confidentiality clause acceptable to Grantor that protects the confidential information of Grantor that contractor may receive in connection with the Project, (d) require the contractor to perform the work in collaboration with the Grantor and Grantee, including but not limited to requiring contractor to comply with the information and reporting requirements set forth in Section 4 above, (e) require record keeping in a manner and in sufficient detail to identify the work performed on the Project that can be paid for with Grant funds under this Grant Agreement, and (f) contain such other terms and conditions as Grantor may reasonably require.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2011

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 Beecher Carlson Insurance Agency LLC 707 Murphy Rd Medford OR 97504		CONTACT NAME: Paula Ortiz PHONE (A/C, No, Ext): (541) 772-1111 FAX (A/C, No): (541) 772-3785 E-MAIL ADDRESS: paula.ortiz@beechercarlson.com PRODUCER CUSTOMER ID #: 00090415	
INSURED PORTLAND BUSINESS ALLIANCE 200 SW MARKET ST STE 150 PORTLAND OR 97201		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd 11000 INSURER B: SAIF 52412 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10-11 Gl, Auto, Comp, Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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			52SBAVZ6320	11/17/2010	11/17/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	APPROVED AS TO FORM <i>Paula Ortiz</i> CITY ATTORNEY						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECKB3263	11/17/2010	11/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAVZ6320	11/17/2010	11/17/2011	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	944398	10/1/2010	10/1/2011	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Certificate holder, its officers, employees and agents are included as additional insured as respects general liability where required by written contract. This form is subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Patrick.Boyd@portlandorego City of Portland Bureau of Transportation Attn: Contracts Management 1120 SW 5th Avenue, Suite 800 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 Mike Mastroni/PAUORT <i>Mike Mastroni</i>
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