

GRANT AGREEMENT NO. 32000686

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 \$30,336 for sixteen neighborhood small grants. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To qualify for Neighborhood Small Grants Program (NSGP) funding grantees need to clearly describe how the project will help neighborhood and community organizations build livable, equitable, and sustainable neighborhoods and communities for all by meeting one or more of the following goals:

- build community
- attract new and diverse members
- sustain those already involved.

Funding was adopted by the City Council as part of the FY 2011-12 Office of Neighborhood Involvement (ONI) budget and is funded with a total of \$223,039 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.

Each of the seven neighborhood District Coalitions receives funding from ONI and coordinates outreach, orientation workshops, a grant making committee, technical assistance and performance monitoring of grantees within their respective geographic area.

East Portland Neighborhood Office, a city-administered neighborhood office, administers its grant dollars and is distributing its funds through three nonprofit organizations.

The ONI FY 2011-12 budget allocates \$41,572 in funding for these grants and administrative overhead for East Portland. 33 grant applications were received for a total request of \$90,369.10. There was \$37,000.00 available to allocate this grant cycle. The East Portland Grants Review Committee identified sixteen grant projects to be funded. \$30,336 of this total is being granted to EPN as fiscal sponsor for fourteen projects. Another \$5,000 is divided into separate grants for projects to Lincoln Park Elementary for "Chess for Success" and Lao American Foundation, Inc. for "Community Connection".

The Grants Review Committee gave special consideration to the following criteria:

1. Projects that build community in Neighborhood Associations and communities within the designated District Coalition's area;
2. Projects must show a direct partnership between Neighborhood Associations and community-based organizations within the designated District Coalition area;
3. Projects that show partnerships between Neighborhood Associations and under-represented organizations and communities within the designated District Coalition area;
4. Projects which enhance connections with EPNO Neighborhood Associations;
5. Low cost/high impact; leverage; broad visibility; and spread out through geographic area).

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

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.

HOPE (Parklane Elementary PTO)

Parklane Elementary Walking Trail

\$2,000.00

Finish a "Walking Trail" and engage neighbors at this Centennial School District school in outer East Portland, just east of Parklane Park

Latino Learning Community/Comunidad Latina Aprendiendo

Conexion Latina II

\$1,500.00

Engage 15 Hispanic speakers in classes that teach about Domestic Violence, DHS, and Mexican Consulate.

Centennial Community Association

Parklane Neighborhood Fair and Movie

\$3,500.00

August event enhances community relations and works toward expanding Parklane Park.

Gateway Area Business Association

Gateway Fun-O-Rama Parade

\$1,377.00

Bring back a historic parade, on a shorter six-block route, featuring education, community and civic entries; all free to public.

Glenfair Neighborhood Association

Glenfair Movie in the Park & National Night Out

\$2,200.00

A combined National Night Out party and PP&R Movie in the Park event.

Hazelwood Neighborhood Assn.

Event at East Holladay Park

\$901.00

Community-building event in Fall, 2012 after playground equipment is installed, to minimize user conflicts between dog owners [dog park use] and families with kids.

Lents Neighborhood Association

Lents Founders Day 2012: A Celebration of Our Community

\$3,500.00

With parade and festival, break down geographic, cultural and language barriers and increase diversity participation the traditional rapport-building event.

Lents Neighborhood Association

2012 Ramona Street Fair

\$2,650.00

Provide a fun environment in which to educate neighbors about eco-friendly, sustainable and 'going green' concepts.

Parkrose Heights Association of Neighbors

2012 PHAN National Night Out Party

\$2,100.00

National Night Out event to reduce crime, build community relationships, involve neighbors.

Parkrose Heights Association of Neighbors

Movie in Knott Park

\$1,245.00

Bring neighbors together by hosting a PP&R Movie in the Park event in July, 2012.

Powellhurst-Gilbert Neighborhood Assn.

Powellhurst Gilbert 2012 National Night Out

\$3,500.00

National Night Out / Movie in the Park event to reduce crime, build community relationships, involve neighbors.

Powellhurst-Gilbert Neighborhood Assn

East Portland Exposition

\$3,500.00

Put on the EPO XPO as a one-day event, at Earl Boyles Park; include even more multi-cultural events.

Wilkes Community Group

Wilkes Park Movie in the Park

\$2,500.00

Help create a "sense of community" for new and existing neighbors, in a relaxed atmosphere.

Woodland Park Neighborhood Assn.

Movie & Community Fair at Gateway Park

\$1,473.00

A 'Movie in the Park' community-building event in this unimproved park including food and events like Mexican Bingo.

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. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.

- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Raymond Hites, president of EPN.
- C. City Grant Manager: The Grant Manager for this Agreement is Paul Leistner, Neighborhood Program Coordinator, or such other persons as may be designated in writing by the Director of ONI.
- D. Billings/invoices/Payment: The City Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Report will include:
1. Financial Report: A mid-project cost accounting of any grant fund expenditures to the fourteen sub-recipient organizations shall be made available to the City by June 30, 2012 and June 30, 2013 and a final cost accounting submitted by June 30, 2014. 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.
 2. Performance Report: Each of the grants awarded as described above shall be required to submit a project performance evaluation to the City by February 28, 2013 that, at a minimum, includes the following elements (these questions will be provided in a performance evaluation report template provided by ONI):
 - a. 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.
 - b. Description of the types of activities each grantee hosted and how many people participated.
 - c. Description of how each grantee spent their grant money, kinds of in-kind contributions received, quantity of hours volunteers contributed to each project.
 - d. 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.
 3. CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

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- A. GRANTEE will receive its funding as follows: The CITY shall advance the GRANTEE the grant award of \$30,336 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 Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- D. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- E. GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request.

IV. GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and

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reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the 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. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents,

papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.

J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.

K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.

2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required by operating Bureau ✓ BH ✓ R.H.

Waived by operating Bureau Director or designee _____

3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required by operating Bureau ✓ BH ✓ R.H.

Waived by operating Bureau Director or designee _____

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
 5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health

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benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.
- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.

188681 X. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

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The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2014.

GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): East Portland Neighbors Inc.
Address: 1017 NE 117th Ave, Portland 97220
Employer Identification Number (EIN) 93-0959838
City of Portland Business License # 440631
Citizenship: Nonresident alien ☐ Yes ☐ No
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

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

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

Approved by the Grantee:

Raymond J. Hites
Signature
Raymond J. Hites
Name
President
Title

April 2, 2012
Date

CITY OF PORTLAND

GRANTEE

Office of Neighborhood Involvement

Organization: East Portland Neighbors

Name: Amalia Alarcon de Morris

Name: Raymond J. Hites

Title: Bureau Director

Title: President

Date:

April 4-17-12

Date:

April 2, 2012

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke

CITY ATTORNEY
City Attorney

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.

Grantee 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 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 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 _____

Date _____



CERTIFICATE OF LIABILITY INSURANCE

185281

DATE (MM/DD/YYYY)

9/22/2011

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 E-MAIL ADDRESS: kim@galescreek.com FAX (A/C, No): (503) 227-0927
INSURED East Portland Neighbors, Inc 1017 NE 117th Ave. Portland OR 97220	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2011 to 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						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK769771	10/1/2011	10/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS			PHPK769771	10/1/2011	10/1/2012	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

James H. Van Dyke
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 named as additional insured for general liability coverage as a funding source for the named insured.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Kim Hutchinson/KIM

Kim Hutchinson