

GRANT AGREEMENT NO. 32001340

This Grant Agreement is between the CITY OF PORTLAND, OREGON (GRANTOR) and LIFEWORKS NW (GRANTEE) in an amount not to exceed \$100,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

The Portland Police Bureau's Sex Trafficking Unit (STU) is a program designed to reduce crime and improve the lives of people caught in the cycle of addiction and criminality. This comprehensive strategy combines resources from the Portland Police Bureau (PPB), the Multnomah County District Attorney's Office, and treatment providers.

GRANTOR contracted with GRANTEE to receive funding for the purpose of supporting the New Options for Women (NOW) program. This program provides trauma informed care to women in Portland in order to help them exit the sex industry. Services include addictions treatment, treatment for mental health disorders (including psychiatric care, as needed), challenging criminality, domestic violence education and support, parenting education, drug testing, and mentoring/case management.

In 1997, LifeWorks NW began providing services specifically designed to meet the needs of prostituted women. Since that time, the NOW program has been the identified provider for this population in Multnomah County and helps an average of 100 women and girls each year. Qualified staff members, consisting mostly of women, are adept at assessing and addressing clients' mental health, addiction, community services and safety needs.

AGREED:**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 GRANTOR, GRANTEE agrees to perform the following actions and/or spend grant funds in the following way:

GRANTOR will contribute \$100,000.00 to pay for part of NOW's program costs not covered by other federal, local, or private funding sources.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: GRANTEE shall make a reasonable effort to acknowledge GRANTOR funding through the Portland Police Bureau for its NOW program by this Agreement including, but not limited to, event publicity, press releases, print and electronic newsletters, and brochures. Nothing in this Agreement implies GRANTOR's endorsement or support of the viewpoints expressed by GRANTEE. GRANTOR reserves the right to request GRANTEE clarify GRANTOR's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Rachel Stark, 503-645-3581.



- C. GRANTOR Grant Manager: The Grant Manager for this Agreement is Sergeant Norm Staples, East Precinct, SCU Program Manager, 503-545-3391, or such other person as may be designated by GRANTOR in writing.
- D. Billings/Invoices/Payment: GRANTEE will mail invoices to PPB Grants Unit detailing eligible monthly expenses. The Grant Manager is authorized to approve invoices pursuant to this Agreement and to carry out all other GRANTOR actions referred to herein in accordance with this Agreement.
1. Costs. GRANTEE will track and report operating expenses including, but not limited to, the following:
- Personnel Expenditures
 - Material and Services Expenditures
 - Overhead
- E. Reports: GRANTEE will email quarterly reports to the Grant Manager and PPB Grants Unit. The reports will include:
1. Program Report. GRANTEE will send a Program Report detailing the program schedule for the past quarter to the Grant Manager and PPB Grants Unit, detailing the following information:
 - Number of women currently accepted into the program;
 - Number of women currently enrolled in the program;
 - Number of women involved in drug/alcohol treatment and/or group sessions;
 - Number of women involved in mental health counseling and/or group sessions;
 - Number of classes or other treatment programs being conducted per week; and
 - Number of women who report a decrease in prostitution-related activity after engagement in the NOW program.
 2. Demographics. Whenever possible, GRANTEE will provide demographics of the women participating in the NOW program including, but not limited to, the following information:
 - Participant's age;
 - Participant's race; and
 - Participant's home city and state
 3. Post-Program Participant Behavior. At the time of discharge from the program, GRANTEE will track and report, whenever possible, the following behavior of its participants:
 - Number of participants who are no longer involved in any prostitution-related activities.
 - If participants are involved in prostitution-related activities, has the level reduced?

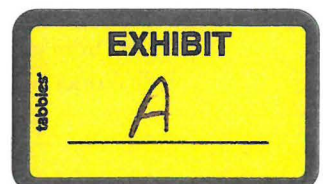


- c. Number of program participants who have completed drug/alcohol treatment.
 - d. Number of program participants who have completed mental health counseling and/or group sessions.
 - e. For participants that are no longer involved with prostitution, any information about current employment or vocational status would be helpful.
4. Sex Buyer's Accountability and Diversion (SBAD) Class Program Data. GRANTEE will track and report all, but not limited to, the following information:
- a. Number of participants who sign up for the class
 - b. Number of participants who attended the class
5. SBAD Class Revenue. GRANTEE will track and report all, but not limited to, the following information:
- a. A program expense report including, but not limited to, program expenditures, administrative costs, and any additional costs.
 - b. A program revenue report including, but not limited to, total revenue and the revenue division between GRANTEE, PPB, and Multnomah County.
6. Six-Month Summaries. Every six months, GRANTEE will provide a Narrative Program Summary that includes, but is not limited to, the following information:
- a. Administrative:
 - 1) Cost of the program considering all of the above data
 - b. Program:
 - 1) Overall effectiveness considering all of the above data;
 - 2) Any additional qualitative observations by staff or participants; and
 - 3) Any recommendations of staff or participants.

GRANTOR reserves the right to request additional documentation in support of GRANTEE's submitted reports.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:
- 1. GRANTOR agrees to fund GRANTEE in an amount not to exceed \$100,000 for program expenses for the period July 1, 2015, through June 30, 2016, provided the terms and conditions of this grant are met.
 - 2. 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 GRANTOR may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to GRANTOR the amount improperly



expended, return to GRANTOR any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

3. 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.
4. GRANTEE will keep receipts and evidence of payment for materials and services, time records, and 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. At a minimum, such records shall be retained by GRANTEE for six years beyond the Agreement end date, June 30, 2016.

IV. GENERAL 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 GRANTOR. 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 GRANTOR 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 GRANTOR for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, GRANTOR 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 GRANTOR 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 GRANTOR. 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 thirty (30) day period unless a written extension of cure period is granted by GRANTOR. 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 reports prepared by GRANTEE under this Agreement shall, at the option of GRANTOR, become the property of GRANTOR, 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, GRANTOR, 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 GRANTOR. GRANTOR and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, GRANTOR 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 that 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, GRANTOR's payment of grant funds may be terminated, suspended, or reduced. GRANTEE shall immediately refund to GRANTOR 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 GRANTOR's financial risk. Increases to the grant amount must be approved by City Council unless 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 ensure 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 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 six (6) years after GRANTOR makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide GRANTOR prompt access to these records upon request and permit copying as GRANTOR may require.
- J. Audit. GRANTOR 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 six (6) 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 GRANTOR.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify GRANTOR, 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. GRANTOR 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.

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.
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 GRANTOR. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify GRANTOR 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 GRANTOR 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. See Exhibit A. 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 GRANTOR. GRANTEE shall pay for all deductibles and premiums from its non-grant funds. GRANTOR 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 GRANTOR 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 GRANTOR.
- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of GRANTOR and are not eligible for any benefits through GRANTOR, including without limitation, federal social security, health 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) years thereafter, shall have any interest, direct or indirect, in this 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 GRANTOR 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 GRANTOR in order to be eligible to receive grant funds.
- R. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in GRANTOR funding, in any program year, is required to obtain an independent audit of the GRANTOR-funded program(s). Any grantee receiving between \$25,000 and \$300,000 in GRANTOR funds, in any program year, is required to obtain an independent financial review. Electronic copies of



financial audits or reviews shall be made available to the Grant Manager or PPB Fiscal within thirty days of audit completion or upon request by the Grant Manager or PPB Fiscal.

- 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. GRANTOR shall monitor GRANTEE's program on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, onsite 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 or PPB Grants Unit. 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.
- W. 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.



GRANT AGREEMENT NO. 32001340

The terms of this Agreement shall be effective when an ordinance is passed by GRANTOR's 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, 2016, or funds are exhausted.

LIFEWORKS NW


 Mary Monnat, President/CEO

Date:

5/24/16

GRANTOR OF PORTLAND, OREGON


 Charlie Hales, Mayor

Date:


 Mary Hull Caballero, City Auditor

Date:

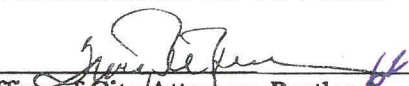
Approved as to Legal Sufficiency:

By: Not Required

Date:

APPROVED AS TO FORM

By:


 Office of City Attorney, Portland
 CITY ATTORNEY

Date:

5/31/16



187825

Grant Agreement #32001340

Exhibit A

Client#: 322509

LIFEWNOR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/05/2016

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 USI Northwest 700 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390	CONTACT NAME: PHONE (A/C, No, Ext): 503 298-4342 FAX (A/C, No): 877 678-5845 E-MAIL ADDRESS: nancy.rogers@usi.biz																					
INSURED LifeWorks Northwest 14600 NW Cornell Road Portland, OR 97229	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Indemnity Ins. Co.</td><td>18058</td></tr> <tr> <td>INSURER B:</td><td>SAIF Corporation</td><td>36196</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins. Co.	18058	INSURER B:	SAIF Corporation	36196	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1438815 APPROVED AS TO FORM <i>[Signature]</i> CITY ATTORNEY 5/31/16	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1438815	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000		PHUB526787	01/01/2016	01/01/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	923490	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability Occurrence Form		PHPK1438815	01/01/2016	01/01/2017	\$1,000,000 Ea Occurrence \$3,000,000 Aggregate

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

New Options for Women (NOW) Program

Contract No. 30002562 Cultural & Gender Specific Services for Underage and Adult Sex Workers

City of Portland and its bureaus/divisions, officers, agents and employees are Included as Additional

Insureds per endorsement CG2026 04/13 attached. Coverage is primary and non-contributory.

Additional Insured does not apply to workers compensation or professional liability.

CERTIFICATE HOLDER

CANCELLATION

City of Portland 319 SW Washington, Suite 310 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 <i>[Signature]</i>
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EXHIBIT

A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**City of Portland, its agents, officers
and employees; Bureau of Housing &
Community Development

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT

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