Exhibit A

GRANT AGREEMENT NO.

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and East Portland Neighbors, Inc., (EPN" OR "GRANTEE") in an amount not to exceed \$10,000. This Agreement may refer to the City and Grantee individually as a "Party" or jointly as the "Parties."

RECITALS:

The City of Portland, Office of Neighborhood Involvement (ONI) funds the East Portland Neighborhood Office (EPNO), a city-administered neighborhood office, to support community-based citizen involvement in the East Portland Neighborhood Office area which includes thirteen neighborhood associations. Part of the City of Portland's commitment to enhance and maintain a population involved in their communities and their government is to provide insurance services including General Liability and Directors and Officers insurance for community-driven activities.

Funding was adopted by the City Council as part of the FY 2016-17 ONI budget and is funded with a total of \$10,000 through City General Fund dollars. City Council adopted the Five Year Plan for Increasing Community Involvement on February 27, 2008. In that plan Recommendation Four called for supporting community gatherings, fairs, and festivals to promote face-to-face relationship-building. This funding removes a barrier for many of these gatherings which require liability insurance coverage.

The East Portland Neighbors, Inc. has the fiscal capacity and connections with local organizations which make them uniquely suited to provide this service to the community. EPN is the only organization with all thirteen neighborhood associations in East Portland as members.

A \$10,000 grant is going to East Portland Neighbors (EPN) to provide liability insurance coverage for community activities during the 2016/2017 fiscal year, and Directors and Officers insurance for the thirteen East Portland neighborhood associations and other community-based organizations in East Portland for the 2016/2017 fiscal year.

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

Provide liability insurance coverage for community activities in East Portland during the 2016/2017 fiscal year; and Directors and Officers insurance for the thirteen East Portland neighborhood associations and other community-based organizations working on community engagement in East Portland.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity:</u> GRANTEE and sub-grantees will acknowledge the City of Portland, Office of Neighborhood Involvement as the source of the grant within the newsletter. 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 Ron Glanville, 503-341-1402.
- C. City Grant Manager: The Grant Manager for this Agreement is Richard Bixby, 503-823-4501, or such other person as may be designated by CITY in writing.
- D. <u>Billings/invoices/Payment</u>: The 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. <u>Reports</u>: 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. Performance Report: The grant awarded shall be required to submit a performance report showing insurance coverage for General Liability and Directors and Officers for the 2016-17 fiscal year.
 - 2. 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

- A. GRANTEE will receive its funding as follows:
 - The CITY shall reimburse the GRANTEE for the cost of insurance premiums.
- B. 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.
- C. 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.
- D. If applicable, 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. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. <u>Cause for Termination; Cure</u>. 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 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. <u>Penalty for Termination for Cause</u>. 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. <u>Changes in Anticipated Services</u>. 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. <u>Amendment</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Commercial General Liability Insurance</u>: 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. <u>Automobile Liability Insurance</u>: 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 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. <u>Independent Contractor Status</u>. 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 benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. <u>Conflict of Interest</u>. 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. <u>Oregon Law and Forum</u>. 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. <u>Independent Financial Audits/Reviews</u>. 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. <u>Severability</u>. 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. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. <u>Electronic Transaction; Counterparts</u>. 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

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 <u>December 31</u>, <u>2017</u>.

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Kanville
Name: Ron Glanville
Title: Roberd my Beara form
Date: 10, 20/6

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM I	HAS CURRENT WORKE	RS' COMPENSATION	INSURANCE, C	ONTRACTOR MUST	SIGN HERE:				
I, undersigned, am Compensation Insu	authorized to act on behalf or rance.	of entity designated below	, and I hereby cert	ify that this entity has cur	rrent Workers'				
Contractor Signatur	re:	Date:		Entity:					
IF YOUR FIRM <u>COMPLETE</u> THE	OOES NOT HAVE CURRE	ENT_WORKERS' COM NDENT CONTRACTO	IPENSATION IN R CERTIFICATI	SURANCE, CONTRAC ON STATEMENT:	CTOR MUST				
As an independent of	contractor, I certify that I me	et the following standard	ls:						
	r business entity providing to services for which such re		ered under ORS Ch	apter 701, <u>if</u> the individu	al or business entity				
	e income tax returns in the n iled for the previous year if and								
business. Excep business entity p	r business entity represents t when an individual or busi erforms farm labor or servic dependently established bus	ness entity files a Schedu les that are reportable on	lle F as part of the p Schedule C, an ind	personal income tax returividual or business entity	ns and the individual or				
<u>A</u> .	The labor or services are performs the labor or serv as the location of the busi	ices, or are primarily carr			of an individual who e, which portion is set aside				
В.	Commercial advertising of the individual or business			g similar businesses are p	urchased for the business, or				
C.	Telephone listing and serve by an individual who perf	vice are used for the busin forms the labor or services	ness that is separate	from the personal reside	ence listing and service used				
<u>U</u> D.	Labor or services are performed only pursuant to written contracts;								
<u>C</u> /E.	E. Labor or services are performed for two or more different persons within a period of one year; or								
<u>V</u> 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.								
Contracto	r Signature	lle		Date J	10, 201,				
FOR CITY LICE OF									
ORS 670.600 Indepe business entity that p	NGER-COMPLETE ONL' ndent contractor standards. erforms labor or services for ndards of this section are me	As used in various provis	sions of ORS Chap onsidered to perform	ters 316, 656, 657, and 7 m the labor or services as	01, an individual or				
	business entity providing theses, subject only to the right								
	business entity providing la es required by state law or lo								
 The individual or labor or services; 	business entity providing la	bor or services furnishes	the tools or equipm	ent necessary for perform	nance of the contracted				
4. The individual or	business entity providing la	oor or services has the au	thority to hire and	fire employees to perform	n the labor or services;				
5. Payment for the la an annual or perio	abor or services is made upo dic retainer.	n completion of the perfo	rmance of specific		r is made on the basis of $ (\mathcal{O} - / \mathcal{L}) $				
City Proje	ct Manager Signature	/		Date	1				

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) August 7, 2015

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

JR 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). CONTACT PRODUCER NAME: 54679 / Rose City Associates, LLC PHONE FAX (A/C No): 10011 SE Division St. (A/C No, Ext): Ste. 300 E-MAIL ADDRESS: Portland, OR 97266 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: MARKEL INSURANCE COMPANY INSURED 38970 **INSURER B:** East Portland Neighbors, Inc. 1017 N.E. 117th Ave. INSURER C: Portland, OR 97220 INSURER D: **INSURER E:** INSURER F: COVERAGES REVISION NUMBER: CERTIFICATE 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. ADDL|SUBF POLICY EXP INSF POLICY EFF INSR WVD TYPE OF INSURANCE POLICY NUMBER LIMITS LTR (MM/DD/YYYY) (MM/DD/YYYY) EACH OCCURRENCE \$ 1,000,000 GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED X \Box 100,000 \$ PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) 5.000 Ś 10-01-2015 10-01-2016 8502SS401706-2 PERSONAL & ADV INJURY 1,000,000 \$ 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG 2,000,000 S JECT POLICY \$ COMBINED SINGLE LIMIT A AUTOMOBILE LIABILITY X 1,000,000 \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED ALL OWNED BODILY INJURY (Per accident) \$ 10-01-2015 10-01-2016 8502SS401706-2 AUTOS PROPERTY DAMAGE X HIRED AUTOS X NON-OWNED ŝ (Per accident) AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE ŝ CLAIMS-MADE **EXCESS LIAB** AGGREGATE \$ APPROVED AS TO FOR DED RETENTION \$ ŝ WORKERS COMPENSATION WC STATU-OTH-AND EMPLOYERS' LIABILITY TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE N/A E.L. EACH ACCIDENT \$ OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ CITY ATTORNEY E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder is included as additional insured for operations conducted by the named insured. CERTIFICATE HOLDER CANCELLATION City of Portland SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION Office of Neighborhood Involvement THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1221 SW 4th Avenue, Room 110 Portland, OR 97204 AUTHORIZED REPRESENTATIVE CAN Bruce A. Kay 10 ORPORATION, Aprights reserved.

(c) 1988-2010 ACOR

COMMENTS/REMARKS

COVERED ASSOCIATIONS:

Argay Neighborhood Association
Centennial Community Association
Glenfair Neighborhood Association
Hazelwood Neighborhood Association
Lents Neighborhood Association
Mill Park Neighborhood Association
Parkrose Heights Association of Neighbors
Parkrose Neighborhood Association
Pleasant Valley Neighborhood Association
Powellhurst-Gilbert Neighborhood Association
Russell Neighborhood Association
Wilkes Community Group
Woodland Park Neighborhood Association

POLICY NUMBER: 8502SS401706-2

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

Name Of Additional Insured Person(s) Or Organization(s):

SCHEDULE

City of Portland Office of Neighborhood Involvement 1221 SW 4th Avenue, Room 110	× .		
Portland, OR 97204			
		**	

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- 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.