CITY OF NEWPORT, OREGON
COMMUNITY NON-PROFIT GRANT AGREEMENT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Progressive Options, Inc. (Grantee).

TERMS OF AGREEMENT

1. USE OF FUNDS

Funding for this agreement is intended to assist community non-profit organizations in the delivery of their services to residents of Newport. Grantee shall utilize funds provided under this agreement for space costs for the Progressive Options offices.

2. COMPENSATION AND PAYMENT

The Grantee shall be paid a lump sum amount of $1,000 for services identified in Section 1.

Payment to Grantee shall be made by City within thirty (30) calendar days after execution of this agreement.

3. SUBMITTING NOTICE

All notices shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City: City of Newport
169 SW Coast Highway
Newport, Oregon 97365
P| 541-574-3375
C| 541-351-1802
F| 541-265-3301
E| p.hawker@newportoregon.gov

Contractor: Progressive Options, Inc.
611 SW Hurbert St, Suite A
Newport, OR 97365
P 541-265-4674

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

4. STATUS OF GRANTEE

Grantee certifies that:

A. Grantee is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

B. No employee of the City, or any partnership or corporation in which a City employee has an interest, has, or will receive any remuneration of any description from Grantee, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing prior to any reimbursement to Grantee.

C. If applicable, Grantee will obtain a City business license.

5. WARRANTY & INDEMNIFICATION

Grantee certifies that:

A. Grantee is fully liable for the acts and omissions of Grantee that cause any damage, injury, death, property damage or loss to any person or property.

B. Grantee will indemnify and defend the City, its officers, agents, employees, and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses including attorney's fees that may be asserted by any person or entity which in any way arise from, during, or in connection with, the performance of the work described in this Agreement. Grantee's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

6. COMPLIANCE WITH LAWS AND RULES

Grantee shall comply with all applicable federal, state, and local laws, rules, and regulations.

City of Newport:

City of Newport

8/27/12
Date

169 SW Coast Highway
Newport, Oregon 97365
Business Phone: 541.574.0603

Grantee:

Richard R. Sherlock chairman of Board

Progressive Options, Inc.
611 SW Hurbert St, Suite A
Newport, OR 97365
P 541-265-4674

8-22-2012
Date