

**GRANT AGREEMENT NO.**

ORIGINAL

This is a Grant Agreement between the CITY OF PORTLAND, by and through its Bureau of Parks & Recreation ("PPR", "CITY" OR "GRANTOR") and PORTLAND PUBLIC SCHOOLS, School District #1 ("PPS" OR "GRANTEE").

**RECITALS:**

Whereas, PPR operates out-of-school-hours recreation and enrichment programs for school-aged youth and children on PPS property;

Whereas, PPS operates out-of-school-hours programs for school-aged youth and children on PPS property both before and after school; and

Whereas, PPR desires to support school district sponsored recreation enrichment programs, through a small grant, as long as the City's budget process will allow;

**AGREED:**

**I. ACTIONS TO BE TAKEN BY GRANTEE**

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:

- PPS will operate recreation and enrichment programs for youth before and/or after school. All grant funds will be spent solely to support such programs.

**II. TERM OF GRANT**

The terms of this Grant Agreement shall be effective retroactively to July 1, 2009 and it will terminate on June 30, 2015.

**III. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: Grantee must mention City's funding in its printed program materials, both hard copy and electronic.
- B. Grant Manager: The Grant Manager for this grant is Lisa Turpel, Manager-Workforce & Community Alliances, or her designee.
- C. Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- D. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve

work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager an annual report that provides an accounting of actual expenditures and states the purpose and student attendance for each program that received grant funds.

#### IV. PAYMENTS

- A. Grant Amount: The amount of the grant will be determined on an annual basis through the City of Portland budget process. The grant for FY 2009-2010 is \$221,727. It is acknowledged that the amount of the grant may be decreased in future years, subject to the budget process. PPR will give Grantee notice of the amount of the grant at the beginning of each fiscal year. PPR is authorized to pay up to the amount allocated to Grantee in the approved budget.
- B. GRANTEE will annually invoice PPR for the grant amount on or before June 30<sup>th</sup> of each year for expenditures made in the previous school year.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.

#### V. GENERAL GRANT PROVISIONS

- A. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- B. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- C. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the 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 its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- D. MAINTENANCE AND ACCESS TO RECORDS. GRANTEE shall maintain any and all books, general organizational and administrative information, invoices, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- E. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- F. INDEMNIFICATION. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- G. LIABILITY INSURANCE.
  - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement and failure to do so is grounds for immediate termination of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other

motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. 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.
- H. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
  - I. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  - J. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. Unless otherwise agreed, no CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
  - K. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - L. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
  - M. 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

their completion.

- N. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- O. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE 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 Grant that are not contained herein.
- P. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

## CITY OF PORTLAND

## GRANTEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM

*[Signature]*  
 Chief Deputy City Attorney  
 CITY ATTORNEY

APPROVED AS TO FORM

*[Signature]*  
 Attorney for School District No. 1  
 Multnomah County, Oregon



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 5/3/2010

 PRODUCER (503)222-1831 FAX: (503)274-0323  
 Beecher Carlson Insurance Agency LLC  
 220 NW 2nd Ave Ste 800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Portland OR 97209-1831

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

 School District No. 1J, Multnomah County,  
 Oregon (Portland Public Schools)  
 501 N Dixon St

 INSURER A **Genesis Insurance Company**

 INSURER B **Safety National Casualty Corp**

INSURER C

INSURER D

INSURER E

Portland OR 97208-3107

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
			<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
A			<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 1,000,000	YXB301056C	7/1/2009	7/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	SP3A170R	7/1/2009	7/1/2010	WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
			OTHER				

APPROVED AS TO FORM

CITY ATTORNEY

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Portland, its agents, officers and employees are additional insureds as required by an insured contract, as respects insureds operations regarding IGA 57494 between City of Portland and Portland Public Schools per policy form TSPA0001 05/05. Additional insured does not apply to Workers Compensation.

## CERTIFICATE HOLDER

 City of Portland  
 1120 SW 5th Avenue  
 Portland, OR 97204

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE  
 M Hays, CIC/CATHEP

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, by and through its Bureau of Parks & Recreation ("PPR", "CITY" OR "GRANTOR") and David Douglas School District ("David Douglas" OR "GRANTEE").

**RECITALS:**

Whereas, PPR operates out-of-school-hours recreation and enrichment programs for school-aged youth and children on David Douglas property;

Whereas, David Douglas operates out-of-school-hours programs for school-aged youth and children on David Douglas property both before and after school; and

Whereas, PPR desires to support school district sponsored recreation enrichment programs, through a small grant, as long as the City's budget process will allow;

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

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:

- David Douglas will operate recreation and enrichment programs for youth before and/or after school. All grant funds will be spent solely to support such programs.

**II. TERM OF GRANT**

The terms of this Grant Agreement shall be effective retroactively to July 1, 2009 and it will terminate on June 30, 2015.

**III. SPECIFIC CONDITIONS OF THE GRANT**

- Publicity: Grantee must mention City's funding in its printed program materials, both hard copy and electronic.
- Grant Manager: The Grant Manager for this grant is Lisa Turpel, Manager-Workforce & Community Alliances, or her designee.
- Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all



other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager an annual report that provides an accounting of actual expenditures and states the purpose and student attendance for each program that received grant funds.

#### IV. PAYMENTS

- A. Grant Amount: The amount of the grant will be determined on an annual basis through the City of Portland budget process. The grant for FY 2009-2010 is \$49,640. It is acknowledged that the amount of the grant may be decreased in future years, subject to the budget process. PPR will give Grantee notice of the amount of the grant at the beginning of each fiscal year. PPR is authorized to pay up to the amount allocated to Grantee in the approved budget.
- B. GRANTEE will annually invoice PPR for the grant amount on or before June 30<sup>th</sup> of each year for expenditures made in the previous school year.
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employees and applicants for employment, notices provided by the 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 its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

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- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

CITY OF PORTLAND

GRANTEE

By: \_\_\_\_\_

By: Barbara Rommel

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Date: 5.10.10

APPROVED AS TO FORM:

APPROVED AS TO FORM

Paula Menezes  
Chief Deputy City Attorney  
CITY ATTORNEY

183938

PACE		CERTIFICATE OF COVERAGE		Certificate #:	
<b>AGENT</b>			This is a certificate issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the Coverage Document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.		
Beecher Carlson Insurance/Portland 220 N.W. Second Ave, Ste 800 Portland, OR 97209-3951					
<b>NAMED PARTICIPANT</b>			<b>COMPANIES AFFORDING COVERAGE</b>		
David Douglas School District #40 1500 S.E. 130th Avenue Portland, OR 97233-			Company A – Property and Casualty Coverage for Education (PACE)		
			Company B – Genesis Insurance Company		
			Company C – Lexington Insurance Company		
<b>COVERAGES</b>					
This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.					
CO LTR	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
A	General Liability	24P60007-21	7/1/2009	7/1/2010	Each Occurrence \$500,000
X	General Liability				
X	Public Officials Liability				
X	Employment Practices				
X	Occurrence				
A	Automobile Liability	24P60007-21	7/1/2009	7/1/2010	Each Occurrence \$500,000
X	Fleet Autos				
X	Hired Autos				
X	Non-Owned Autos				
X	Occurrence				
A	Auto Physical Damage	24P60007-21	7/1/2009	7/1/2010	Each Occurrence \$500,000
X	Scheduled Autos				
X	Hired Autos				
X	Non-Owned Autos				
A	Excess Liability	24P60007-21	7/1/2009	7/1/2010	Each Occurrence \$9,500,000
X	General Liability				Annual Aggregate \$20,000,000
X	Public Officials Liability				
X	Employment Practices				
X	Automobile Liability				
A B	Property	24P60007-21	7/1/2009	7/1/2010	Each Occurrence
X	Scheduled Property				
<b>Description</b>		As required in an insured contract the city and its officers, agents and employees are additional participant in respects to a pass through grant to support after school clubs, sports and recreation/enrichment programs but only with respects to negligence claims for bodily injury, property damage or personal injury where the named participant is deemed to have liability. In no event shall coverage extend to any party for any claim, suit or action, however or whenever asserted, arising out of the certificate holders sole negligence or for any claim, suit or action which occurs prior to the execution of the contract or agreement.			
APPROVED AS TO FORM					
<b>Certificate Holder</b>  City of Portland Portland Parks & Recreation 1120 SW 5 <sup>th</sup> Avenue, #1302 Portland, OR 97204-		<b>CANCELATION:</b> Should any of the coverage documents herein be cancelled before the expiration date thereof, PACE will endeavor to mail written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate.			
 <b>CITY ATTORNEY</b>		 By:			
		Date: 5/3/10			

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, by and through its Bureau of Parks & Recreation ("PPR", "CITY" OR "GRANTOR") and Centennial School District #28J ("Centennial" OR "GRANTEE").

**RECITALS:**

Whereas, PPR operates out-of-school-hours recreation and enrichment programs for school-aged youth and children on Centennial property;

Whereas, Centennial operates out-of-school-hours programs for school-aged youth and children on Centennial property both before and after school; and

Whereas, PPR desires to support school district sponsored recreation enrichment programs, through a small grant, as long as the City's budget process will allow;

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

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:

- Centennial will operate recreation and enrichment programs for youth before and/or after school. All grant funds will be spent solely to support such programs.

**II. TERM OF GRANT**

The terms of this Grant Agreement shall be effective retroactively to July 1, 2009 and it will terminate on June 30, 2015.

**III. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: Grantee must mention City's funding in its printed program materials, both hard copy and electronic.
- B. Grant Manager: The Grant Manager for this grant is Lisa Turpel, Manager-Workforce & Community Alliances, or her designee.
- C. Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- D. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve

work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager an annual report that provides an accounting of actual expenditures and states the purpose and student attendance for each program that received grant funds.

#### IV. PAYMENTS

- A. Grant Amount: The amount of the grant will be determined on an annual basis through the City of Portland budget process. The grant for FY 2009-2010 is \$21,616. It is acknowledged that the amount of the grant may be decreased in future years, subject to the budget process. PPR will give Grantee notice of the amount of the grant at the beginning of each fiscal year. PPR is authorized to pay up to the amount allocated to Grantee in the approved budget.
- B. GRANTEE will annually invoice PPR for the grant amount on or before June 30<sup>th</sup> of each year for expenditures made in the previous school year.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.

#### V. GENERAL GRANT PROVISIONS

- A. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- B. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- C. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the 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 its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- D. MAINTENANCE AND ACCESS TO RECORDS. GRANTEE shall maintain any and all books, general organizational and administrative information, invoices, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- E. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- F. INDEMNIFICATION. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- G. LIABILITY INSURANCE.
  - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement and failure to do so is grounds for immediate termination of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other



motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. 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.
- H. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
  - I. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  - J. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. Unless otherwise agreed, no CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
  - K. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - L. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
  - M. 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

their completion.

- N. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- O. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE 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 Grant that are not contained herein.
- P. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**CITY OF PORTLAND**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE**

By: Robert L. McKean

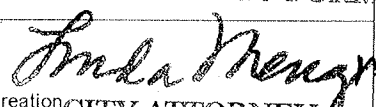
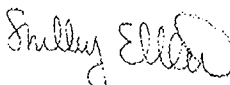
Title: Superintendent

Date: 5/10/2010

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM**

Paula Menzies  
Chief Deputy City Attorney  
CITY ATTORNEY

PACE		CERTIFICATE OF COVERAGE		Certificate #:	
<b>AGENT</b>  Beecher Carlson Insurance/Portland 220 N.W. Second Ave, Ste 800 Portland, OR 97209-3951		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>            MAY 19 2010            BY: _____         </div>		This is a certificate issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the Coverage Document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	
<b>NAMED PARTICIPANT</b>  Centennial School District 28J 18135 S.E. Brooklyn Street Portland, OR 97236-		<b>COMPANIES AFFORDING COVERAGE</b> Company A – Property and Casualty Coverage for Education (PACE) Company B – Genesis Insurance Company Company C – Lexington Insurance Company			
<b>COVERAGES:</b> This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.					
CO LTR	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
A	General Liability	24P60229-327	7/1/2009	7/1/2010	Each Occurrence \$500,000
	X General Liability				
	X Public Officials Liability				
	X Employment Practices				
	X Occurrence				
A	Automobile Liability	24P60229-327	7/1/2009	7/1/2010	Each Occurrence \$500,000
	X Fleet Autos				
	X Hired Autos				
	X Non-Owned Autos				
	X Occurrence				
A	Auto Physical Damage	24P60229-327	7/1/2009	7/1/2010	Each Occurrence \$500,000
	X Scheduled Autos				
	X Hired Autos				
	X Non-Owned Autos				
A	Excess Liability	24P60229-327	7/1/2009	7/1/2010	Each Occurrence \$9,500,000
	X General Liability				Annual Aggregate \$20,000,000
	X Public Officials Liability				
	X Employment Practices				
	X Automobile Liability				
A B	Property	24P60229-327	7/1/2009	7/1/2010	Each Occurrence
	X Scheduled Property				
<b>Description</b>  As required in an insured contract the city and its officers, agents and employees are additional participant in respects to Portland Parks and Recreation out-of-school hours recreation and enrichment programs for school-aged youth and children on Centennial property and Centennial operates out-of-school programs for school-aged youth and children on Centennial property both before and after school agreement is from July 1, 2009 to June 30, 2015 but only with respects to negligence claims for bodily injury, property damage or personal injury where the named participant is deemed to have liability. In no event shall coverage extend to any party for any claim, suit or action, however or whenever asserted, arising out of the certificate holders sole negligence or for any claim, suit or action which occurs prior to the execution of the contract or agreement.					
<b>Certificate Holder</b>  City of Portland Bureau of Parks and Recreation 1120 SW Fifth Ave, #1302 Portland, OR 97204		<b>APPROVED AS TO FORM</b> <div style="text-align: center;">   <b>CITY ATTORNEY</b> </div>			
		<b>CANCELATION:</b> Should any of the coverage documents herein be cancelled before the expiration date thereof, PACE will endeavor to mail written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate.			
		<div style="text-align: center;">             By: _____         </div>			
		Date: 5/10/10			

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, by and through its Bureau of Parks & Recreation ("PPR", "CITY" OR "GRANTOR") and Parkrose School District #3 ("Parkrose" OR "GRANTEE").

**RECITALS:**

Whereas, PPR operates out-of-school-hours recreation and enrichment programs for school-aged youth and children on PPS property;

Whereas, Parkrose operates out-of-school-hours programs for school-aged youth and children on Parkrose property both before and after school; and

Whereas, PPR desires to support school district sponsored recreation enrichment programs, through a small grant, as long as the City's budget process will allow;

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

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:

- Parkrose will operate recreation and enrichment programs for youth before and/or after school. All grant funds will be spent solely to support such programs.

**II. TERM OF GRANT**

The terms of this Grant Agreement shall be effective retroactively to July 1, 2009 and it will terminate on June 30, 2015.

**III. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: Grantee must mention City's funding in its printed program materials, both hard copy and electronic.
- B. Grant Manager: The Grant Manager for this grant is Lisa Turpel, Manager-Workforce & Community Alliances, or her designee.
- C. Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- D. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve

work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager an annual report that provides an accounting of actual expenditures and states the purpose and student attendance for each program that received grant funds.

#### IV. PAYMENTS

- A. Grant Amount: The amount of the grant will be determined on an annual basis through the City of Portland budget process. The grant for FY 2009-2010 is \$17,017. It is acknowledged that the amount of the grant may be decreased in future years, subject to the budget process. PPR will give Grantee notice of the amount of the grant at the beginning of each fiscal year. PPR is authorized to pay up to the amount allocated to Grantee in the approved budget.
- B. GRANTEE will annually invoice PPR for the grant amount on or before June 30<sup>th</sup> of each year for expenditures made in the previous school year.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.

#### V. GENERAL GRANT PROVISIONS

- A. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- B. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- C. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the 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 its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- D. MAINTENANCE AND ACCESS TO RECORDS. GRANTEE shall maintain any and all books, general organizational and administrative information, invoices, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- E. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- F. INDEMNIFICATION. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- G. LIABILITY INSURANCE.
  - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement and failure to do so is grounds for immediate termination of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other

motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. 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.
- H. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
  - I. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  - J. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. Unless otherwise agreed, no CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
  - K. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - L. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
  - M. 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

- N. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- O. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE 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 Grant that are not contained herein.
- P. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE

By: W. W. Wilson

Title: Director of Business Services

Date: 4/23/10

APPROVED AS TO FORM

Chief Deputy City Attorney *Amelia Krueger*  
CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL



183938

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
04/28/2010**PRODUCER**MARSH USA INC.  
111 S.W. COLUMBIA  
FIFTH FLOOR  
PORTLAND, OR 97201  
Attn: Jerri Yamasaki (503) 248-6194  
901674-GW-09-10THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURED**Parkrose School District #3  
Multnomah County School District #3  
10636 NE Prescott St.  
Portland, OR 97220-2699**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Property &amp; Casualty Cov for Ed. (PACE)

INSURER B: Genesis Insurance Company

38962

INSURER C: SAIF Corporation

36196

INSURER D:

INSURER E:

**COVERAGES**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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse/Molestation <input checked="" type="checkbox"/> Wrongful Acts 5,000 Ded. GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	24P60232-334	07/01/09	07/01/10	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COM/POP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	24P60232-334	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	24P60232-334	07/01/09	07/01/10	EACH OCCURRENCE \$ 9,500,000 AGGREGATE \$ 20,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	975194	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <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

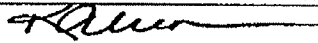
APPROVED AS TO FORM

  
 CITY ATTORNEY
**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

For General Liability and Auto Liability insurance only, The City of Portland and its officers, agents and employees are additional participants (additional insureds) in respects to the City's grant of funds for out-of-school-hours programs for school-aged youth and children on Parkrose property, but only with respects to negligence claims for bodily injury or property damage where the named participant (named insured) is deemed to have liability. In no event shall coverage extend to any party for any claim, suit or action, however or whenever asserted, arising out of such party's sole negligence.

**CERTIFICATE HOLDER**

SEA-001588853-01

**CANCELLATION**PORTLAND PARKS & RECREATION  
ATTN: LISA THOMAS TURPEL, MANAGER  
WORKFORCE & COMMUNITY ALLIANCES  
1120 SW 5TH AVENUE, SUITE 1302  
PORTLAND, OR 97204-1933SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND  
UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Kelly Allen


**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**GRANT AGREEMENT NO.**

This is a Grant Agreement between the CITY OF PORTLAND, by and through its Bureau of Parks & Recreation ("PPR", "CITY" OR "GRANTOR") and Reynolds School District #7 ("Reynolds" or GRANTEE).

**RECITALS:**

Whereas, PPR operates out-of-school-hours recreation and enrichment programs for school-aged youth and children on Reynolds property;

Whereas, Reynolds operates out-of-school-hours programs for school-aged youth and children on Reynolds property both before and after school; and

Whereas, PPR desires to support school district sponsored recreation enrichment programs, through a small grant, as long as the City's budget process will allow;

**AGREED:****I. ACTIONS TO BE TAKEN BY GRANTEE**

- 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:
  - Reynolds will operate recreation and enrichment programs for youth before and/or after school. All grant funds will be spent solely to support such programs.

**II. TERM OF GRANT**

The terms of this Grant Agreement shall be effective retroactively to July 1, 2009 and it will terminate on June 30, 2015.

**III. SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: Grantee must mention City's funding in its printed program materials, both hard copy and electronic.
- B. Grant Manager: The Grant Manager for this grant is Lisa Turpel, Manager-Workforce & Community Alliances, or her designee.
- C. Amendment. The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- D. Billings/invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all

other CITY actions referred to herein in accordance with this Agreement.

- F. Reports: Grantee will submit to the Grant Manager an annual report that provides an accounting of actual expenditures and states the purpose and student attendance for each program that received grant funds.

#### IV. PAYMENTS

- A. Grant Amount: The amount of the grant will be determined on an annual basis through the City of Portland budget process. The grant for FY 2009-2010 is \$14,573. It is acknowledged that the amount of the grant may be decreased in future years, subject to the budget process. PPR will give Grantee notice of the amount of the grant at the beginning of each fiscal year. PPR is authorized to pay up to the amount allocated to Grantee in the approved budget.
- B. GRANTEE will annually invoice PPR for the grant amount on or before June 30<sup>th</sup> of each year for expenditures made in the previous school year.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.

#### V. GENERAL GRANT PROVISIONS

- A. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that would have been used to provide services after the effective date of termination.
- B. CHANGES. The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- C. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to

employees and applicants for employment, notices provided by the 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 its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.

- D. **MAINTENANCE AND ACCESS TO RECORDS.** GRANTEE shall maintain any and all books, general organizational and administrative information, invoices, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services. The CITY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- E. **AUDIT.** The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- F. **INDEMNIFICATION.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, GRANTEE shall hold harmless, defend, and indemnify the CITY and the CITY's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- G. **LIABILITY INSURANCE.**
  - 1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the CITY and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement and failure to do so is grounds for immediate termination of this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE.

2. GRANTEE shall maintain on file with the CITY a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. 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.
- H. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant 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 Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
  - I. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the CITY and are not eligible for any benefits through the CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  - J. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. Unless otherwise agreed, no CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
  - K. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - L. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
  - M. 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 their completion.

- N. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- O. INTEGRATION. This agreement contains the entire agreement between the CITY and GRANTEE 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 Grant that are not contained herein.
- P. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as needed basis to assure Grant Agreement compliance. Such 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 Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

## CITY OF PORTLAND

## GRANTEE

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: EX. DIRECTOR OF RES. SIGS.

Date: \_\_\_\_\_

Date: 5/18/10

## APPROVED AS TO FORM:

## APPROVED AS TO FORM

  
 Chief Deputy City Attorney  
 CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL

PACE		CERTIFICATE OF COVERAGE			Certificate #:	
<b>AGENT</b>				This is a certificate issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the Coverage Document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.		
Beecher Carlson Insurance/Portland 220 N.W. Second Ave, Ste 800 Portland, OR 97209-3951						
<b>NAMED PARTICIPANT</b>				<b>COMPANIES AFFORDING COVERAGE</b>		
Reynolds School District 7 1204 N.E. 201st Avenue Fairview, OR 97024-				Company A – Property and Casualty Coverage for Education (PACE)		
				Company B – Genesis Insurance Company		
				Company C – Lexington Insurance Company		
<b>COVERAGES</b>						
This is to certify that coverage documents listed herein have been issued to the Named Participant herein for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.						
CO LTR	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
A	General Liability	24P60234-336	7/1/2009	7/1/2010	Each Occurrence	\$500,000
	X General Liability					
	X Public Officials Liability					
	X Employment Practices					
	X Occurrence					
A	Automobile Liability	24P60234-336	7/1/2009	7/1/2010	Each Occurrence	\$500,000
	X Fleet Autos					
	X Hired Autos					
	X Non-Owned Autos					
	X Occurrence					
A	Auto Physical Damage	24P60234-336	7/1/2009	7/1/2010	Each Occurrence	\$500,000
	X Scheduled Autos					
	X Hired Autos					
	X Non-Owned Autos					
A	Excess Liability	24P60234-336	7/1/2009	7/1/2010	Each Occurrence	\$9,500,000
	X General Liability				Annual Aggregate	\$20,000,000
	X Public Officials Liability					
	X Employment Practices					
	X Automobile Liability					
A B	Property	24P60234-336	7/1/2009	7/1/2010	Each Occurrence	
	X Scheduled Property					
<b>Description</b> ***REVISED CERTIFICATE*** Subject to the Coverage Document terms, conditions and provisions coverage for damages arising out of a claim, suit or action shall provide coverage for not less than \$1,000,000 per occurrence; notwithstanding the foregoing the most the Trust will pay for all damages from all covered occurrences or claims taking place during the Coverage Period is the Annual Aggregate Limit or any applicable sublimit. The insurance shall be without prejudice to coverage otherwise existing and the CITY and its officers, agents and employees are Additional Insureds in respects to a Grant agreement between the City of Portland through its bureau of Parks and Recreation and the school district.						
<b>Certificate Holder</b>			<b>CANCELATION:</b> Should any of the coverage documents herein be cancelled before the expiration date thereof, PACE will endeavor to mail written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate.			
City of Portland 1120 SW 5 <sup>th</sup> Avenue Portland, OR 97204			By: <i>[Signature]</i> <b>APPROVED AS TO FORM</b> <i>[Signature]</i> <b>CITY ATTORNEY</b>			
			Date: 6/3/10			