

EXHIBIT A

188865

GRANT AGREEMENT NO. 32001726

This Grant Agreement is between the City of Portland, acting by and through its Bureau of Planning and Sustainability and the Portland Bureau of Transportation, hereinafter referred to as "**GRANTOR**," or "**City**," and, **Hack Oregon**, an Oregon non-profit corporation, hereinafter referred to as "**GRANTEE**" or "**Hack Oregon**," and collectively referred to as the Parties.

RECITALS:

1. GRANTEE is a community-powered non-profit, building civic data projects to promote engagement, awareness, and quality of life.
2. GRANTEE forwards the local digital literacy by providing expertise in software skills training, open source database architecture, interactive product design, and data visualization.
3. GRANTEE mission of advancing public knowledge with public information is consistent with Council desire to use technology to foster open, transparent, and accessible government,
4. GRANTEE engagement opportunity is consistent with Council resolution to mobilize and expand the regional technology community of software, hardware and service professionals by promoting transparent government, open data, and partnership opportunities between the public, private and non-profit sectors,
4. GRANTEE mission of advancing public knowledge with public information is consistent with Council desire to use technology to foster open, transparent, and accessible government,
4. In accordance with the FY 2017-18 Budget, the City now desires to make a grant to GRANTEE in an amount not to exceed \$31,600.

The Parties hereby agree as follows:

1. TERM: This agreement shall be effective as of the March 21, 2018 and shall terminate no later than September 30, 2018.
2. GRANTEE RESPONSIBILITIES:
 - a. All funds provided under this Agreement will be used solely for the purpose of supporting Hack Oregon.
 - b. In consideration of the grant funds provided by the GRANTOR, GRANTEE agrees to perform the following action, and to spend the grant funds in the following way:
 1. In collaboration with the GRANTOR, develop an open data platform, data analytics tools and web applications to collect, store and analyze data from a variety of Smart Cities sources, to promote data-driven decision making, and to democratize public information to enhance community engagement.
 2. Engage a team of volunteers to create and build data platforms and web applications that will analyze and exhibit data provided by the Bureau of Planning and

Sustainability and the Portland Bureau of Transportation, TriMet, Metro, Portland State University and others.

3. In building the data platforms and web applications to showcase this City data, GRANTEE will train at least 100 students with hands-on open-source product development skills and provide opportunities for public engagement with City information.
4. Demonstrate project outcomes in a public event hosted by GRANTEE.
- c. Specific outcomes expected from GRANTEE as part of this grant include:
 1. GRANTOR to train at least 100 students on open-source software product development as part of its "Hack University".
 2. Several open-source software applications hosted on a single web portal, that make City data more accessible and useful to internal and external users, to be online and public by May 30, 2018.
 3. The process for building the data platform, data analytics tools, and web applications, as well as the products themselves, to create increased opportunities for public engagement with City data.
3. GRANTOR RESPONSIBILITIES:
 - a. Subject to available funding, GRANTOR shall provide the grant that is the subject of this agreement to GRANTEE and the grant amount for FY 2017-2018 shall be \$31,600. The City is under no obligation to provide a grant in future years.
 - b. At its sole discretion, GRANTOR may provide public data to GRANTEE to support the GRANTEE's development of a data platform, data analytics tools, and a web application for the general public's use.

I. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the City's grant funding in publicity regarding the programs that will be supported by the grant funds.
- B. Records: GRANTEE will maintain all records for the program. Those records, as well as general organizational and administrative information, will be made available to the CITY Grant Manager or other designated persons upon request;
- C. CITY Grant Manager: The CITY Grant Manager for this grant is Kevin Martin, kevin.martin@portlandoregon.gov, 503-823-6807.
- D. GRANTEE Project Manager: The GRANTEE Manager is Cat Nikolovski, catherine@hackoregon.org, 503-407-2963
- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work, 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. Report: GRANTEE will complete and submit to the CITY Grant Manager the two final open source web applications that the CITY may utilize at its discretion.

II. PAYMENTS

- A. GRANTEE will receive its funding as follows: After the Grant Agreement becomes effective, GRANTEE will submit one invoice to the Bureau of Planning and Sustainability for \$31,600, before June 15, 2018. The invoice will be sent to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE.
- B. 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.
- C. This Grant Agreement shall not be used for any other purpose.

III. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period CITY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the City to pay additional grant funds to Grantee.
 2. During the 30 day period, GRANTEE shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **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.
- C. **AMENDMENTS.** This Agreement may be amended. No changes to or waivers of provisions of this Agreement will be valid until they have been reduced to writing, and

approved and signed by all parties. The Grant Managers are authorized to sign amendments to this Agreement so long as the City's financial obligations remain unchanged. Any change to the amount of the grant must be approved by the Bureau of Planning and Sustainability Director.

- D. **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.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. 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.
- G. **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.
- H. **INDEMNIFICATION.** 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.

I. WORKERS' COMPENSATION INSURANCE.

1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. 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 Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant 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 Auditor 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. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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.

- K. 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 shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. 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.
- M. 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. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. **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.

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

Ted Wheeler

Mayor
City of Portland, OR

Date: _____

GRANTEE

Cat Nikolovski

Executive Director
Hack Oregon

Date: **03/13/18**

APPROVED AS TO FORM

City Attorney
City of Portland