

GRANT AGREEMENT

This agreement is between the City of Portland, acting by and through its **Parks and Recreation Bureau**, hereinafter called **PP&R or City**, and, **Linnton Community Center**, an Oregon non-profit corporation, hereinafter called **Grantee**, and collectively referred to as the Parties.

RECITALS

1. The Linnton neighborhood is two miles from the St. Johns Community Center; however, because of various barriers to services, the Linnton residents perceive themselves as underserved by Portland Parks & Recreation.
2. The Linnton Community Center has experienced financial difficulties due to the increasing needs of the Linnton community and the lack of sustained funding.
3. The Linnton Community Center is in need of support to their facilities and programs. The purpose of this grant is to support the Linnton Community Center's general operations explicitly for out-of-school-hours youth services.
4. There is a need for on-going funding from the City to support the Linnton Community Center's after school recreational and enrichment programs for youth.

The Parties hereby agree as follows:

1. **TERM:** This agreement shall be effective as of the date of the last signature and shall have a term of five (5) years. It may be renewed for an additional five (5) years, subject to available funding and at the discretion of the Director of PP&R.
2. **GRANTEE RESPONSIBILITIES:**
 - a. All funds provided under this Agreement will be used solely for the purpose of supporting out-of-school hours clubs, sports and recreation/enrichment programs (collectively, Programs) to youth at the Linnton Community Center.
 - b. Grantee will provide Programs and, in the event that such Programs are discontinued, this Agreement shall terminate and any funds not already expended on Programs shall be returned to PP&R.
 - c. Within 30 days of the end of each fiscal year, Grantee will provide PP&R with a report detailing how the grant funds were used and how many youths benefited.
 - d. Grantee shall adhere to the Portland Parks & Recreation Friends & Allied Partners policy.
3. **PP&R RESPONSIBILITIES:**
 - a. PP&R shall provide an annual grant to Grantee in an amount to be determined through the City budgeting process. The grant for FY2012-2013 shall be \$44,716, but the grant may be less in future years, depending on available funding. Grantee acknowledges that it has already received \$18,631.67 of the funds allocated by City Council for FY 2012-13.
 - b. After the first year, a letter or City email stating the amount of the grant or a copy of the approved budget shall be sufficient proof of agreement to permit the City to pay Grantee.

4. PUBLICITY

Unless otherwise agreed in writing by PP&R's Project Manager, any publicity or advertising regarding the work performed under this agreement must be approved by the Project Manager and must acknowledge the support of the Portland Parks and Recreation.

5. INDEMNITY

Grantee shall defend, save and hold harmless the City of Portland and PP&R, its officers, agents, employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of Grantee or its subcontractors, agents or employees under this agreement.

6. 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 Project Managers are authorized to sign amendments to this Agreement.

7. RETENTION OF RECORDS

Grantee agrees to maintain records of costs and services provided pursuant to this Agreement. All books, records and other documents relevant to this agreement shall be retained for:

- a. Three years after the end of the fiscal year during which they were created; or
- b. Any longer period required to complete any audit or to resolve any pending audit findings.

8. ACCESS TO RECORDS

PP&R or its duly authorized representatives shall have access to the books, documents, papers, and records of Grantee and any subcontractors which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

9. TERMINATION

- a. This agreement may be terminated by the mutual consent of the Parties.
- b. Grantee may terminate this Agreement at any time, but will be required to return all funds provided by PP&R for the then current year, unless otherwise agreed in writing by the PP&R Project Manager.
- c. PP&R may terminate this agreement effective upon delivery of written notice to Grantor, or at such later date as may be established by PP&R, under any of the following conditions:
 1. If City Council does not approve a grant to Grantee as a part of its approved budget in any given year;
 2. If Grantee discontinues Programs or uses the grant for purposes other than those authorized herein; or
 3. If Grantee fails to comply with any other provision of this agreement and, after receipt of written notice of such failure from PP&R, fails to correct such failures within 10 days or such longer period as PP&R may authorize.

10. COMPLIANCE WITH LAW

Grantee agrees to comply with all federal, state and local laws in carrying out its responsibilities under this Agreement.

11. PROJECT MANAGERS

The Project Manager for PP&R shall be Terri Davis (503-823-5197). The Project Manager for Grantee shall be Pat Wagner (503-286-4990).

AGREED:

Portland Parks and Recreation

Mike Abbaté, Director

Date

Linnton Community Center

Pat Wagner, Director

Date

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY *10/22/12*