

GRANT AGREEMENT

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

RECITALS

1. PPF was formed to bring new resources, constituencies and expertise to long-term stewardship of parks and recreation.
2. Specifically, PPF was formed to steward Portland's parks through, but not limited to, the following activities:
 - a. To promote social welfare by assisting in developing, maintaining, supporting, and promoting public parks in the City of Portland, Oregon, and their use and enjoyment by the public;
 - b. To raise funds for the acquisition of land and for other parks and recreation purposes;
 - c. To solicit, receive, hold, invest, steward, and administer contributions made to PPF to carry out its purpose;
3. There is a need for operational funding from the City to support PPF's vital services.

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 one (1) year.
2. **GRANTEE RESPONSIBILITIES:**
 - a. All funds provided under this Agreement will be used solely for the purpose of supporting PPF.
 - b. Grantee will provide fundraising and development services for jointly agreed to priority project and programs, including but not limited to the footbridge over Burnside and Summer Free for All, and, in the event that such Services are discontinued, this Agreement shall terminate and any funds not already expended shall be returned to PP&R.
 - c. Within 30 days of the end of the fiscal year, Grantee will provide PP&R with a report detailing how the grant funds were used and how the community has benefited, as a result. PPF shall be required to provide reports pursuant to this section, so long as any grant funds have been available and have not been expended. In the event that all funds associated with the grant provided under this agreement had been expended, and no funds had been available in the previous fiscal year, PPF shall not be required to submit reports under this section. Reports under this section shall only be required when and if funds had

been available in the previous fiscal year.

- d. Grantee shall adhere to the Portland Parks & Recreation Friends & Partners policy.
- e. Grantee will work with PP&R to finalize a detailed MOU outlining the shared expectations and protocols of the ongoing partnership for Commissioner-in-Charge approval within 90 days of this Council's authorization of this grant agreement.

3. PP&R RESPONSIBILITIES:

- a. Subject to available funding, PP&R shall provide the grant that is the subject of this agreement to Grantee and the grant amount for FY2016-2017 shall be \$50,000. The City is under no obligation to provide a grant in future years.
- b. PP&R will work with Grantee to finalize a detailed MOU outlining the shared expectations and protocols of the ongoing partnership for Commissioner-in-Charge approval within 90 days of this Council's authorization of this grant agreement.

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 & 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. INSURANCE

Grantee shall maintain public liability and property damage insurance that protects the 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 the Grantee's work under this Grant Agreement. The insurance shall provide a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000. 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 the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the Property Manager,

Portland Parks & Recreation. The Grantee shall maintain continuous, uninterrupted coverage for the duration of the Permit. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by the Grantee.

Grantee shall maintain on file with the Property Manager, Parks and Recreation, a certificate of insurance and an additional insured endorsement certifying the coverage required under this Agreement. 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.

Grantee shall comply with Oregon's workers compensation law, Oregon Revised Statutes Chapter 656, that requires subject employers to provide workers' compensation coverage for all their subject workers. The Grantee shall maintain workers' compensation insurance coverage for the duration of this Agreement.

7. 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 so long as no new City financial obligations that are not approved by City Council result.

8) 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.

9) 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. In the event an audit or examination of the books, documents, papers or records of Grantee or any subcontractors establishes that the Grantee or any subcontractors owe PP&R any sum of money or that any portion of any claim made by the Grantee or any subcontractors against PP&R is not warranted, the Grantee shall pay all costs incurred by PP&R in conducting the audit and inspection.

10) 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, 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 Grantee, 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;
 - 2. If Grantee discontinues Services or uses the grant for purposes other than those authorized herein; or
 - 3. If, in the sole discretion of Grantor, 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 Jennifer Yocom (503-823-5592). The Project Manager for Grantee shall be Jeff Anderson (503-445-0994). In the event that either party to this agreement changes the named Project Manager, that party shall provide timely notice of that change and provide adequate and updated contact information to the other party.

AGREED:

Portland Parks & Recreation

Mike Abbaté, Director

Date

Portland Parks Foundation

Jeff Anderson, Executive Director

Date