

EXHIBIT A
STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **No Third-Party Beneficiaries.** City and Grantee are the only parties to this grant agreement and are the only parties entitled to enforce its terms. Nothing in this grant agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
2. **Grantee is Independent.** Grantee is not an agent of the City and all personnel used by Grantee in connection with the proposed project by this grant agreement shall be contractors, volunteers, and/or employees of the Grantee and not the City, and shall have no claim against the City for compensation or other benefits, including indemnification, available to the employees of the City. In the event, Grantee is an advisory committee established by a City ordinance, the Gresham Revised Code, or created by legislative action of the City's Council, this provision shall not apply to City staff assigned to the advisory committee. However, this provision applies to all volunteer advisory committee members and all other personnel used by the Grantee in connection with the proposed project.
3. **Available and Authorized Funds; Termination.** Grantee understands and agrees that City's obligations under this grant agreement is contingent on appropriation or expenditure authority sufficient to allow City to make payments under this grant agreement. In the event sufficient appropriations or expenditure authority is not available, or for any other reason in the discretion of the City, the City may, without penalty or further liability, terminate this grant agreement effective upon written notice to the Grantee.
4. **Indemnity.**
 - a. Grantee shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Grantee or its officers, employees, contractors, or agents under this grant agreement.
 - b. Neither party shall be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party.
 - c. Grantee waives any and all statutory or common law rights of defense and indemnification by the city.
5. **Records Maintenance; Access.** Grantee shall maintain all fiscal records relating to this grant agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this grant agreement in such a manner as to clearly document Grantee's performance. Grantee agrees that persons authorized by the City shall have access to such fiscal records and other records that are pertinent to this grant agreement, and that Grantee shall retain and keep accessible all such fiscal records and other records for a minimum of three (3) years, or such longer period as may be requested by the City. Upon request, Grantee shall provide a copy of its annual audit to the City.
6. **Compliance with Applicable Law.** Grantee shall comply with all federal, state, and local laws and ordinances applicable to the project. The completed project will be open or otherwise made available to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, disability, political affiliation, or other protected characteristic.
7. **Reimbursement to City.** The City may request reimbursement, and Grantee agrees to reimburse the City, any/all funds distributed to the Grantee if the project is not started or is not completed by the dates, or if the project is not performed in accordance with the purposes described in the grant application.