

EXHIBIT A

GRANT AGREEMENT NO. 32001525

Portland and Tigard SW Corridor Equitable Housing Strategy

This is Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Community Alliance of Tenants ("CAT" OR "GRANTEE") in an amount not to exceed \$45,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

To further the Citywide Race and Social Equity Goals, equitable growth policies of the Portland Plan, Comprehensive Plan, and Barbur Concept Plan, the Portland City Council directed the Bureau of Planning and Sustainability, in partnership with the Portland Housing Bureau and City of Tigard, to develop a SW Corridor Equitable Housing Strategy.

To ensure the housing strategy is informed by those households most impacted by the increasing cost of living in our region, the City of Portland sought proposals for funding from community-based organizations working on affordable housing issues and with missions that include directly working with low-income households and communities of color.

City goals for the community engagement grant funds are:

- Race and social equity considerations are integrated in all aspects of the project, from grantees' interactions with project groups, vetting of research and recommendations, and through direct engagement with the broader public and policy makers.
- Community engagement with low-income households and communities of color, to better understand and respond to their priorities and needs.
- Increased capacity of community-based organizations working in a collaborative manner on a project that furthers issues of race and social equity.
- Increased City capacity to implement equitable development and engage community based organizations in planning and policy-making.

The Request for Proposals was posted on the project webpage, included in the BPS e-newsletter, posted on the BPS blog, and sent directly to the members of the SW Corridor Equity and Housing Advisory Group.

The Community Alliance of Tenants' application was selected on May 25, 2017.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE AND CITY

Pursuant to the above Recitals which are fully incorporated into this Agreement and 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:

The Community Alliance of Tenants (CAT) and its partners (UniteOregon (Unite), OPAL Environmental Justice Oregon (OPAL), and the Community Partners for Affordable Housing (CPAH) will build an informed and active base of tenants and community members most susceptible/impacted by displacement pressures along the proposed rail corridor from Portland to Bridgeport Village.

Grant outcomes will include:

1. Develop an active and informed base of community groups and members that are representative of low-income renters, immigrants, refugees, and communities of color throughout the proposed corridor area.
 - o Recruit 200 new CAT tenant members living along proposed corridor;
 - o Train and support at least 50 tenants and community members that can be activated during the course of the SW Corridor Equitable Housing Strategy and associated light rail planning project
 - o Organize in at least 2 buildings in the proposed corridor (likely Portland and Tigard) to provide tenant support and education around habitability, effective landlord communication, and broader civic engagement in housing and transportation issues through the course of the project.
2. Develop SW Corridor community-based priorities with correlating policy solutions addressing issues of housing stability and local livability. Coordinate with City staff to present these project findings and final report with advisory bodies such as the SW Corridor Equity and Housing Advisory Group and SWEDS Oversight Committee. They will then be shared as appropriate with decision making bodies such as the Tigard and Portland City Councils, Planning Commissions, and transit project's Steering Committee.”.

CAT's Senior Organizer will be assigned to lead coordination and execution of all building-based and tenant rights organizing and advocacy activities. A Unite Oregon organizer will also be assigned to support building organizing and leadership training. An OPAL organizer will be assigned to lead coordination and community capacity building among local groups and organizations along the proposed corridor, as well as assist with leadership training.

Major grant funded activities and Milestones are listed below.

	Activities and Milestones
June 2017	<ul style="list-style-type: none"> • Grant Award and Initial Disbursement • Partner groups prepare project work plan, City review and confirmation • Identify buildings to organize (work with the Portland Bureau of Planning and Sustainability and Portland State University to collect and evaluate relevant data)

<p>July - August 2017</p>	<ul style="list-style-type: none"> • <i>Building-based model:</i> CAT and Unite develop organizing team, outreach and identify key buildings along the corridor to <ul style="list-style-type: none"> ○ Identify potential building leaders; ○ Convene building meetings, assist and identify safe and stable housing resources for tenants; and ○ CAT conducts tenants' rights, fair housing, and local planning and policy training. ○ Unite Oregon conducts immigrant rights, impacts of profiling, and political education training. • <i>Local Partnership Development:</i> OPAL cultivates and builds relationship with local groups along the corridor to <ul style="list-style-type: none"> ○ Identify potential community based leaders; and ○ Coordinate project outreach with local groups and their members.
<p>September - October 2017</p>	<ul style="list-style-type: none"> • <i>SW Corridor Community Building Project:</i> convening tenants and community groups (CAT, CPAH, OPAL, Unite) <ul style="list-style-type: none"> ○ SW Corridor Equitable Housing Strategy and associated light rail planning project community learning around the process, challenges, opportunities, and development without displacement) ○ Build shared understanding and deepen community skills and capacity to engage BPS, Tigard, and Metro during this and future phases of the planning process. • <i>Community Needs Assessment:</i> <ul style="list-style-type: none"> ○ Work with tenant leaders to develop Community Based Participatory Research (CBPR) collection and analysis methods (CAT and Unite) ○ Work with community leaders to develop CBPR collection and analysis methods (OPAL)
<p>November - December 2017</p>	<ul style="list-style-type: none"> • Execute CBPR collection (CAT, OPAL, Unite) • Work with tenant and community based leaders to develop community housing and affordability priorities and policies (CAT, OPAL, Unite)
<p>January - February 2018</p>	<ul style="list-style-type: none"> • DELIVERABLE: Compile, analyze, and package Project Engagement Report (CAT and Unite)Continue convening tenant and community based leaders around planning activities (OPAL)

Spring 2018	<ul style="list-style-type: none"> • Convene SW Corridor Affordable Housing Summit (CAT, CPAH, OPAL, Unite as leads in coordination with BPS/PHB and other Equity and Housing Advisory Group organizations) <ul style="list-style-type: none"> ○ Report findings of SW Corridor Community Building Project (tenants and community leaders lead) ○ Local, regional, and key state officials in attendance to consider locally emerged community priorities ○ Determine next steps and potential commitments and support from institutional partners, agencies, and community groups.
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Methods

- *Community Based Organizing*: using a building-based approach, CAT and Unite Oregon identify key buildings (using Safe Housing Project criteria) in which to develop a core group of tenants who want to be activated to address neighborhood change and development.
 - *Meeting people where they're at*: Tenants in Oregon today, experience a precarious rental market. Organizing is an effective way to activate civic participation of community members who have pressing needs for resources such as rental assistance, repairs, systemic change and policy proposals, or support in the midst of evictions and rent-increases. Tenants then build interest in engaging in broader efforts around housing, livability, and displacement when their immediate needs can be addressed. This learning is often quickly returned (double-looped) when building leaders work to organize their neighbors and communities.
 - *Lowering barriers to participation*: Our focus is on tenants and community members who have often been left out of decision making in public investments and community development. Working directly with trusted community agents and groups, emerging local leadership, and being adaptive to the needs of residents who wish to organize (i.e. languages other than English, family friendly spaces, and understanding and respecting the time and needs of working people, etc.)
- *Shared Analysis and Skill Building*: Through gatherings, meetings, or workshops, CAT, OPAL, and Unite Oregon will collaborate to help residents and local affinity, cultural, or other interest groups develop a collective understanding of the connections and dynamics of housing, transportation, and development in their neighborhoods along the proposed corridor.
 - SW Corridor Project purpose, outcomes, and equitable development goals;
 - Equitable housing and tenant protections policy options for fair housing defined protected classes at local, regional, and statewide levels; and
 - Advocacy skills and tools: tenant-landlord rights and responsibilities, fair housing, local planning and development process, lawmaking, etc.

- *Community-Led Inquiry:* CAT, OPAL, and Unite Oregon will include residents in the development of community-led inquiry along the corridor to understand the nature and extent of community needs and preferences, particularly the experiences of housing affordability and stability for immigrants, refugees, people of color, and low-income renters throughout the corridor. Research methods are designed by project staff, with collection executed by community and tenant leaders. Methods include, but are not limited to: surveys, street/bus rider interviews, focus groups, design charrettes/workshops, photo/video voice, or other art/music/food based forms of expression.

The City of Portland Bureau of Planning and Sustainability staff will provide land use and demographic data and analysis support (i.e. tax lot, residential and commercial uses) for the purpose of project scoping, building identification, and community priority development; additional mapping, info-graphics, and other project materials from the SW Corridor Equitable Housing Strategy project may also be requested as needed, for visual aides during community trainings and capacity building; Remote/Field technology such as tablets or GPS devices to assist with community-led inquiry collection; and printing as needed for trainings, engagement events, and hard copies of a final engagement report for advocacy purposes.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Grantee Representative: GRANTEE's authorized representative for this Agreement is Pamela N. Phan, Policy and Organizing Director, 541.590.2289, pam@oregoncat.org
- C. City Grant Manager: The Grant Manager for this Agreement is Ryan Curren, or such other person as may be designated by CITY in writing. ryan.curren@portlandoregon.gov, 503.823.4574
- D. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- E. Reports: GRANTEE will submit to the Grant Manager a report at the completion of all work, services or actions required of GRANTEE under this Agreement. The Final Project Engagement Report will include:
 1. Summary of services or actions performed by Grantee
 2. Outcomes from community based organizing, shared analysis and skill building, community-led inquiry, and other activities;
 3. Key learning and challenges; and
 4. Recommendations for next steps and improving City practices and structures for community partnership

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds had complied with the Agreement and/or interim reports or information on the progress of work, services or actions required from GRANTEE.

III. PAYMENTS

- A. GRANTEE will receive its funding as follows:

Grant funds will be disbursed in two amounts. \$35,000 will be disbursed upon final signature of this grant agreement. \$10,000 will be disbursed upon receiving the Project Engagement Report.

- B. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.
- C. Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.
- D. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process if this is a multi-year Agreement, or provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the 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. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this 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. Actions 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 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 other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's performance of work or services, for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- J. Audit. CITY may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 2. Commercial General Liability Insurance: GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 3. Automobile Liability Insurance: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each

accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. 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.

- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this 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 Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This

Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.

- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. 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 audit completion or upon request by the Grant Manager.
- S. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- T. Merger. This Agreement contains the entire agreement between the Parties 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 Agreement that are not contained herein.

- U. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. 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 Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- V. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- W. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2018.

CITY OF PORTLAND

GRANTEE

Name: _____
 Title: _____
 Date: _____

Name: _____
 Title: _____
 Date: _____

Approved as to Form

 City Attorney