

GRANT AGREEMENT NO.

This Grant Agreement is between the CITY OF PORTLAND, OREGON, a municipal corporation in the State of Oregon ("CITY" OR "GRANTOR"), and PORTLAND SUSTAINABILITY INSTITUTE, an Oregon non-profit corporation ("GRANTEE") in the amount not to exceed \$115,000.

RECITALS:

GRANTEE is a non-profit corporation that coordinates among government, business, higher education, and non-governmental organizations to catalyze and advance the metropolitan region's sustainability agenda in the areas of economic development, development practices, public policy and public outreach and branding.

GRANTOR views sustainability as central to the long-term economic and community health of Portland and seeks to accelerate local and regional implementation of sustainability policies and programs.

AGREED:**I. ACTIONS TO BE TAKEN BY GRANTEE**

In consideration of the grant funds provided by CITY, GRANTEE agrees to perform the actions described in Exhibit A, "Statement of Work."

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Grant Manager: The Grant Manager for this grant is Michele Crim, Bureau of Planning and Sustainability, 503-823-5631, 1900 SW 4th Ave, Portland, Oregon 97201.
- B. Amendment: The Director of the Bureau of Planning and Sustainability ("the Director") is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial obligation or risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Director before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- C. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- D. Reports: Grantee shall submit to the Grant Manager reports that detail progress in completing the activities and deliverables identified in Exhibit A. Reports shall be

submitted on or about January 11, 2010; March 31, 2010; and June 10, 2010.

A summary report shall be submitted on or before July 31, 2010 detailing the accomplishments of the full grant period.

III. DISBURSEMENT

- A. GRANTOR shall, on or about the disbursement dates identified below, fund the Grant to the Grantee, so long as Grantee has provided status reports, as described above, documenting progress toward deliverables that is satisfactory to the Grantor.

Approximate Disbursement Date	Amount to be Funded
January 20, 2010	\$65,000
June 15, 2010	\$50,000
TOTAL	\$115,000

- 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. Grant payments under this Agreement may be used only to provide the services or take the actions described in the Statement of Work in this Grant Agreement and shall not be used for any other purpose.
- D. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be 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.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.

IV. 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. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- 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 will be required of all contractors hired by GRANTEE. GRANTEE will also provide an Independent Contractor Certification Statement.
- J. LIABILITY INSURANCE will be provided by all contractors hired by GRANTEE and will name the City of Portland as additional insured.
- 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.

V. TERM OF GRANT

The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received CITY funds. Work by GRANTEE shall terminate as of June 30, 2010.

Dated this _____ day of _____, 2009.

CITY OF PORTLAND

GRANTEE

Sam Adams, Mayor

Rob Bennett, Executive Director
Portland Sustainability Institute

Lavonne Griffin-Valade, City Auditor

APPROVED AS TO FORM:

APPROVED AS TO FORM

Ben Walters, City Attorney
CITY ATTORNEY

Exhibit A
Statement of Work

1. Oregon Sustainability Center

Activities and Deliverables

1. Coordinate the Oregon Sustainability Center (OSC) capital funding strategy, including outreach to individuals, businesses, federal and state agencies and foundations in partnership with the Portland Development Commission, City of Portland, Oregon University System, and Oregon Living Building Initiative. Coordinate OSC communications and branding activities with funding outreach requirements and timeline.
 - a. Management of OSC fundraising campaign and Fundraising & Communications Steering Committee
 - b. Coordinate and track Federal and State agency solicitations
 - c. Maintenance and management of direct solicitations, including foundation, corporate, and individual donors
 - d. Development and maintenance of donor prospect list
 - e. Coordination of grant writing team
 - f. Development and implementation of strategy for cultivation events
 - g. Establishment of database infrastructure and acknowledgement system and ensuring all grant reporting requirements are fulfilled
2. Development of physical governance and programming plan for Oregon Sustainability Center spaces, including exhibit and resource center, program coordination amongst the Oregon University System and other partners– to include general price estimate to build out exhibit and resource center and funding options.
 - Lead development of OSC owner/tenant shared space program and governance structure.
 - Develop exhibit and resource center scope, content, and funding strategy
3. Contribute to ongoing development of the OSC research agenda to promote Oregon based product and service commercialization opportunities.
4. Liaise between BPS and other OSC stakeholders to ensure alignment and programmatic links between OSC and the PSU University District EcoDistrict

2. Ecodistricts

Activities and Deliverables

1. Develop and guide EcoDistricts initiative for the Portland metro region.
2. Create EcoDistricts framework; including key goals and objectives, pilot site selection, proposed performance metrics, and key case studies. Convene key City and Metro stakeholders (including pilot area representatives) to draft and refine framework.
3. Host a yearly EcoDistricts practitioner's summit
 - a. Develop a platform to share ideas and best practices across a broad

- audience of development practitioners, local and regional government and utilities
- b. Produce a forum to identify and share best practices in EcoDistrict financing, governance, policy, performance metrics, monitoring & verification, best practices, and technologies
 - c. Foster exchange of EcoDistricts best practices with national and global leaders
4. Conduct an analysis of the following pilot sites (including goals and objectives, district assets, proposed strategies and performance metrics, and key project opportunities) for across different neighborhood “typologies”:
 - a. University District
 - b. Lloyd District/Rose Quarter
 - c. South Waterfront/Schnitzer Campus
 - d. Lents/Freeway Lands
 - e. Gateway
 5. Develop EcoDistricts “toolkit”; including potential governance structures, finance tools, incentives, and regulation options
 6. Recommend alignment mechanisms for Portland Plan and EcoDistricts Framework
 - a. Meet monthly with BPS staff to coordinate EcoDistrict research and inform BPS policy development
 - b. Provide a seat for a BPS liaison in all development and research groups involved with EcoDistricts.

3. Climate Change

Activities and Deliverables

1. Climate Prosperity.
 - Provide project management for the Portland Metro Climate Prosperity Strategy working group, including coordinating activities within the working group, subcommittees and consultants
 - Lead the Portland Metro Climate Prosperity Strategy Communications subcommittee to develop a stakeholder communication strategy and supporting tools and collateral (FAQ, presentations, mailing lists, document editing, press releases, etc).
 - Support development of Climate Prosperity leadership group to guide the project through implementation
 - Provide support in the areas of policy and economic development alignment, business outreach, cluster convening, and communications and branding