

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT****I PARTIES TO THE AGREEMENT**

This intergovernmental agreement for a grant in an amount not to exceed \$7,500, entered into under the provisions of ORS Chapter 190, is between the City of Portland, Bureau of Planning & Sustainability, located at 1900 SW 4th Ave., Ste 7100, Portland, OR 97201, and the State of Oregon acting by and through the Board of Higher Education on behalf of PORTLAND STATE UNIVERSITY, hereinafter referred to as "GRANTEE," whose address is PO Box 751, Portland, OR 97207.

II RECITALS

- A) The Bureau of Planning and Sustainability promotes the City's goals to build a prosperous, equitable and environmentally healthy community through partnerships, by fostering innovation, and by inspiring and engaging residents, businesses, public institutions, and nonprofit agencies.
- B) Portland State University's Social Equity and Opportunity Forum is conducting cutting edge research, teaching and engagement focused on integrated environmental, social and economic sustainability across city, county and regional levels.
- C) The Social Equity and Opportunity Forum's work will have direct and immediate benefits for the citizens of Portland in the form improved understanding about the social dimensions of sustainability, interconnections with economic and environmental sustainability; and the ways and means to achieve and measure these outcomes.
- D) The Social Equity and Opportunity Forum's work has been grant funded by several foundations with matching commitments from public and private community partners.
- E) Integrated sustainability is an essential part of our future as a community and the City through the Bureau of Planning and Sustainability is an indispensable partner in this work.

III ACTIONS TO BE TAKEN BY GRANTEE

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:

- A) Serve on Regional Indicator Work Group providing input on content and process issues that address social dimensions of sustainability and support successful institutionalization of the indicator initiative.
- B) Complete inventory of regional community indicator and performance management efforts.

- C) Interview stakeholders in jurisdictions with extant or former indicator and performance management systems in order to inform design and implementation of the regional indicator initiative.
- D) Serve on the EcoDistrict Technical Advisory Committee, supporting P+OSI on content, process, and engagement issues.
- E) Co-lead Vital Communities Standard Sub-TAC, developing principle, objectives, metrics and comparables.
- F) Conduct focus groups with developers, planners, financiers, and certifiers to explore and prioritize options for applying the social bottom line (SBL) framework in the region (i.e., certification, training and technical assistance, pilot projects, policy change).
- G) Conduct web-survey to identify stakeholder priorities for SBL application in the region.
- H) Develop a casebook of model or example social bottom line (SBL) development practices, based on the draft SBL.
- I) Coordinate interdepartmental learning community to review approaches to integrated assessment and explore curricular implications.
- J) Interview regional stakeholders about Triple Bottom Line (TBL) decision tools in order to identify implications for curriculum changes that respond to emerging needs of professionals in the region.
- K) Support educational opportunities designed to increase understanding about social dimensions of sustainability in the region (e.g., speak at events, provide assistance to Myron Orfield event).
- L) Serve on STAR Technical Advisory Committee developing national standards for community sustainability.
- M) Disseminate SBL framework for educational purposes (e.g., in courses and workshops) and for potential application to pilot projects.
- N) Assist MURP workshop students with innovative frameworker housing/community economic development project.
- O) Foster improved understanding about social dimensions of sustainability and their interconnection with economic and environmental dimensions and methods of achieving and accounting for this
- P) Develop integrated sustainability measures at various scales
- Q) Identify lessons learned and recommendations regarding content and institutionalization at project and policy levels
- R) Publish this research in relevant journals and publications and present at one or more conferences
- S) Foster student learning, research, and professional development related to integrated sustainability assessment.

IV SPECIFIC CONDITIONS OF THE GRANT

A) GRANT MANAGER

The CITY Grant Manager for this grant is the Director of the Bureau of Planning & Sustainability

B) PUBLICITY

During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the CITY's grant funding in publicity regarding the programs that will be supported by the grant fund

C) AMENDMENT

- i) The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk.
- ii) If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective.
- iii) 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.

D) BILLINGS & INVOICES

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.

E) REPORTS

- i) GRANTEE will submit a written report to the Grant Manager within six (6) months of end of this Grant Agreement.
- ii) The report will include a description and accounting of actual expenditures of grant funds, a description of services provided, and how the grant funds were or will be used to expand or improve upon the GRANTEE's delivery of services.

F) PAYMENTS

- i) GRANTEE shall be paid \$7,500 (Seven Thousand Five Hundred Dollars) in one lump sum within thirty (30) business days after the City has received an invoice from the Grantee and the execution of this Grant Agreement by all parties.
- ii) 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.
- iii) Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- iv) 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.

- v) 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.

V GENERAL GRANT PROVISIONS

A) TERMINATION FOR CAUSE

- i) 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.
- ii) 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.
- iii) During the 30 day period, GRANTEE shall not spend unused grant funds.
- iv) 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

- i) The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement.
- ii) Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion.
- iii) 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 TO THE AGREEMENT

- i) The CITY may request changes in the scope of the services or terms and conditions hereunder by written notice as provided herein.
- ii) Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments as provided herein before they become effective.

D) NON-DISCRIMINATION

- i) 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.

- ii) 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.
- iii) 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.
- iv) GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- v) 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

- i) 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.
- ii) 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

- i) GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY.
- ii) 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.
- iii) 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

- i) 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 E above.
- ii) 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) INSURANCE

- i) GRANTEE agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270.
- ii) GRANTEE also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

I) 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.

J) GRANTEE'S CONTRACTORS AND ASSIGNMENT

- i) 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.
- ii) 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.
- iii) 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.
- iv) GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

K) INDEPENDENT STATUS OF GRANTEE

- i) 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.
- ii) 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.

L) CONFLICTS OF INTEREST

- i) 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.
- ii) 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.

M) OREGON LAWS AND FORUM

- i) This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws.
- ii) 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.

N) COMPLIANCE WITH LAWS

- i) In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- ii) GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.

O) INDEPENDENT FINANCIAL AUDITS/REVIEWS

- i) 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).
- ii) Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review.
- iii) Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.

P) ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

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

- i) This agreement contains the entire agreement between the CITY and GRANTEE and supersedes all prior written or oral discussions or agreements
- ii) 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

- i) The CITY shall monitor on an as needed basis to assure Grant Agreement compliance.
- ii) 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.

- iii) The frequency and level of monitoring will be determined by the Grant Manager.
- iv) 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) NOTICE

- i) Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For GRANTEE:

Stacey L. Balenger
Contract Officer, PSU
Portland State University
Portland, OR 97201
PO Box 751 Stop (ORSP)
Portland, OR 97207-0751

For City of Portland:

City of Portland Attorney
City of Portland
Bureau of Planning & Sustainability
1900 SW 4th Ave.
Portland, OR 97232-2736

- ii) Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For GRANTEE:

Janet Hammer, PhD
College of Urban & Public Affairs
Portland State University
PO Box 751
Portland, OR 97207-0751
(503) 725-5203
FAX (503) 725-5199

For City of Portland:

Steve Dotterrer
Bureau of Planning & Sustainability
City of Portland
1900 SW 4th Ave.
Portland, OR 97232
503-823-7731
FAX (503) 823-7800

- iii) GRANTEE may change the above- designated Project Manager by written notice to City of Portland. City of Portland may change the above-designated Project Manager by written notice to GRANTEE.

V) TERM OF AGREEMENT

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 through June 30, 2010

Dated this _____ day of _____, 2010.

CITY OF PORTLAND

GRANTEE

Name:_____
Name:

Title:

Title:

APPROVED AS TO FORM:

Benjamin Walters, Deputy

Linda Meng, City Attorney