

**GRANT AGREEMENT NO.**

This Grant Agreement is entered into between the CITY OF PORTLAND, OREGON (the "City") and CLEAN ENERGY WORKS OREGON, INCORPORATED (the "Grantee") in an amount not to exceed \_\_\_\_\_.

**RECITALS:**

1. The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA) was enacted by the U.S. Congress to create jobs, promote economic recovery and provide investments needed to increase economic efficiency that will provide long-term economic benefits. The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.
2. Since 2008, Portland has worked with local energy utilities, labor organizations, and the Energy Trust of Oregon to develop a program that provides homeowners with easy access to low-interest financing for energy improvements to their homes. The program responds to the immediate need both to create local jobs and to respond to the rising urgency of climate change.
3. The Clean Energy Works Portland program is a major partnership involving the City, the Energy Trust of Oregon, Shorebank Enterprise Cascadia, NW Natural, Pacific Power, PGE, Worksystems, Inc., and Multnomah County, among others.
4. The City has been awarded a competitive Energy Efficiency Conservation Development Block Grant award from the US Department of Energy (EECBG). DE-EE0003565/000. The \$20 million competitive grant of ARRA funds from the U.S. Department of Energy will expand the Clean Energy Works Portland pilot into a statewide program to be called Clean Energy Works Oregon.
5. The EECBG grant award acknowledges that the funding will help to support the establishment of a new non-profit entity to serve as a platform for aggregating, managing and deploying capital targeted for streamlined energy-efficiency retrofits across Oregon. Clean Energy Works Oregon has been incorporated as this new non-profit entity. In order to embark on these efforts, Clean Energy Works Oregon needs initial start-up funds to hire employees, fund acquisition of equipment and begin paying for operating space.

NOW, THEREFORE, the City of Portland and Clean Energy Works Oregon, Incorporated, agree as follows:

**AGREED:**

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

In consideration of the grant funds provided by City, Grantee agrees to perform the various tasks and activities set forth in the Scope of Work attached to this Grant Agreement as Exhibit A.

**II. GRANT FUNDING**

- A. The City will provide Grantee with funding in the amount of \$193,000 (One hundred ninety three thousand dollars and XX/100 cents) to fund Grantee's efforts in performing the tasks and activities set forth in the attached Scope of Work. Within 15 business days after this Grant Agreement becomes effective, the City shall provide the grant funds to Grantee. Grantee shall submit to the City for review and approval a project budget and schedule within 30 days of receiving the grant funds. Failure to submit a budget and schedule shall constitute a breach of this Agreement.
- B. If for any reason Grantee receives grant funds under this Grant Agreement and does not use such 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 funds provided under this Agreement may be used only for to provide the services or take the actions authorized under this Grant Agreement and shall not be used for any other purposes
- D. Fund Administration. Grantee shall administer all funds provided under this Grant Agreement consistent with the terms of this Agreement. Grantee shall have full responsibility for the financial administration of the grant funds consistent with generally acceptable accounting principles (GAAP). The system of accounts employed by Grantee shall be satisfactory to the City and in accordance with GAAP consistently applied. Responsibilities shall include, but not be limited to: maintenance of loan fund records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and other agreement requirements; and submittal of required performance items. In managing the grant funds, Grantee's efforts shall include: program development; conducting, coordinating, and scheduling project activities. Grantee certifies by signing this Agreement that it will follow all applicable requirements in the procurement of any professional and other services, and eligible and ineligible project costs will be separated and identified for billing purposes.
- E. Grantee shall 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.

- F. 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.
- G. Limited Use of Funds. No funds provided under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.
- H. Accounting. ARRA funds used to support work performed under this Agreement, in whole or in part, may be used in conjunction with other funding sources as necessary to complete projects. However, tracking and reporting on ARRA funds must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance. No part of ARRA funds, as identified by the City, shall be commingled in deposits or accounts with other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Grantee shall implement and revise its financial and accounting systems as necessary to segregate, track and maintain the ARRA funds apart and separate from other revenue streams. Grantee's separate, distinct set of accounts, records, documents, and other evidence must show and support: all allowable costs incurred; collections accruing to Grantee in connection with the work under this Agreement, other applicable credits, negotiated fixed amounts, and fee accruals under this Agreement; and the receipt, use, and disposition of all Government property coming into the possession of Grantee under this Agreement. Grantee is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Grantee shall provide copies of backup documentation at the request of the City.

### III. SPECIFIC CONDITIONS OF THE GRANT

- A. ARRA Requirements Apply to Grantee. The City has been awarded a competitive Energy Efficiency Conservation Development Block Grant award from the US Department of Energy (EECBG). DE-EE0003565/000 (effective June 1, 2010). The federal funding arises through appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA or the Recovery Act). The Recovery Act, EECBG grant award, federal regulations and implementing guidelines, impose various requirements and conditions upon recipients and sub-recipients of Recovery Act funds, including but not limited to, prevailing wage requirements, sourcing of materials, data tracking and reporting requirements, and whistleblower notification. A copy of the EECBG Competitive Award Special Terms and Conditions is attached to this Grant Agreement as an exhibit, and is incorporated by reference as if its terms were set forth in full. In performing this Grant Agreement, the Grantee acknowledges that it has the legal status of a sub-recipient with responsibility for complying with any applicable requirements of the Recovery Act, the EECBG grant award, federal regulations and implementing guidelines. Grantee acknowledges that it has been afforded adequate opportunity to review the requirements of the Recovery Act that may be applicable to this project.
- B. Maintenance of Records. Grantee shall maintain records on a current basis to

support any billings or invoices submitted by Grantee to the 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 of work under this Grant Agreement, or termination of this Grant Agreement.

- C. Preservation of Records. Except as may be otherwise provided in this Grant Agreement, all of Grantee's records that it is required to maintain or provide access to, shall be preserved and retained by Grantee for a period of 6 (six) years after the later of: termination of this Agreement or receipt of final payment under this Agreement, or otherwise disposed of in such manner as may be agreed upon in writing by the City and Grantee.
- D. Inspection and audit of accounts and records. As work performed under this Agreement will be funded, in whole or in part, with ARRA funds, books of account and records relating to this Agreement shall be subject to inspection and audit by the City, the Federal Government, or their designees at all reasonable times, during the term of this Grant Agreement as well as during the period of retention provided for in this Grant Agreement. Grantee shall afford the City or the Federal Government proper facilities for such inspection and audit.
- E. Access to Records. All financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to Grantee in connection with the work under this Agreement, other applicable credits, and fee accruals under this Agreement, shall be available for inspection by the City and/or the Federal Government, and shall be delivered to the City, the Federal Government by Grantee either as the City may from time to time direct during the progress of the work or, in any event, as the City shall direct upon completion or termination of this Agreement and final audit of accounts hereunder. Grantee shall provide 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.
- F. Comptroller General, Inspector General.
  - 1. Pursuant to Section 902 of the Recovery Act, the Comptroller General of the United States and his representatives may: 1) examine Grantee's records or any of its subcontractors, that directly pertain to, and involve transactions relating to this Agreement or any subcontracts; and, 2) interview any of Grantee's officers or employees of the contractor or any of its subcontractors regarding this Agreement.
  - 2. Section 1515(a) of the Recovery Act authorizes any representative of the Inspector General of a relevant Federal agency to: (1) examine any of Grantee's records and any of its subcontractors that pertain to, and involve transactions relating to this Agreement or any subcontracts; and, (2) interview any of Grantee's officers or employees of Grantee's regarding this Agreement.
- G. Independent Financial Audits/Reviews. Grantee shall obtain an independent audit. Two copies of the financial audit shall be submitted to the Grant Manager

within thirty days of their completion.

- H. Public Access to ARRA Reports. Information about this Grant Agreement will be published on the Internet, including the City's website, <http://www.portlandonline.com/ARRA> and the federal website, [www.recovery.gov](http://www.recovery.gov), which is maintained by the Federal Recovery Accountability and Transparency Board (the "FRATB"). The federal board may exclude posting contractual or other information on federal website on a case by case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.
- I. ARRA Registration Requirements. Grantee shall register in the federal Central Contractor Registration database (<http://www.ccr.gov>), and provide CCR registration number and legal name as entered into CCR to the City. In order to register in CCR, a valid Data Universal Numbering (DUNS) Number is required.
- J. Audit. The City, either directly or through a designated representative, may audit the records of Grantee at any time during this Grant Agreement or during the four year record maintenance period established by this Grant Agreement. If an audit discloses that payments to Grantee were in excess of the amount to which Grantee was entitled, or that the funds were not expended in compliance with the terms and conditions of this Grant Agreement, then Grantee shall repay the excess or misspent funds to the City.
- K. Publicity: The City and Grantee will work cooperatively to support promotion of the project, including publicity releases, press events, case studies, web identification, and other opportunities to highlight and promote the success of the Pilot. Publicity regarding this project shall indicate, as may be appropriate, that funding was made possible by a grant from the federal government through ARRA appropriated funds. In publicly available materials describing this grant, each party will use reasonable efforts to acknowledge the participation of the other party.
- L. Grant Manager: The Grant Manager for this Grant Agreement is Andria Jacob or such other duly authorized person as the City may subsequently designate in writing. The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this Grant Agreement and to carry out all other City actions referred to herein in accordance with this Agreement.
- M. ARRA Reporting Requirements. Under Section 1512(c) of ARRA, recipients that have received ARRA funding must file reports containing specified data with the federal government "[n]ot less than 10 days after the end of each calendar quarter." Grantee shall cooperate with the City with respect to the reporting requirements under Section 1512 of the Recovery Act and related federal regulations. Cooperation shall include providing information requested by the City or by other authorized federal or State authorities related to such reporting requirements. In order for the City and Grantee to comply with the requirements of ARRA Sec. 1512(c), reports shall be submitted on a monthly basis, on or before the last day of each month. Information from these reports will be made available to the public. Grantee shall report performance results consisting of the number of jobs created and jobs retained as a result of the expenditure of ARRA funds. Grantee further agrees to provide the City with additional financial and programmatic information as may be required by the Federal Government due to amendments or clarifications by law or regulation.

Failure to submit any report on a timely basis shall be deemed noncompliance. If Grantee has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, Grantee shall be notified in writing that contract goals are not being met and that Grantee has established a pattern of non-achievement of goals. Grantee shall have to meet all goals inclusive to the next one-month period.

N. ARRA Corporate Reporting. Pursuant to the regulations promulgated at 2 CFR Part 176, requiring the provision of detailed information identified by the Federal Funding Accountability and Transparency Act of 2006, as amended (the "Transparency Act"), Grantee may be required to provide additional reporting information. The required information includes, but is not limited to, the items listed below:

1. The name of the entity receiving the award;
2. The amount of the award;
3. The transaction type;
4. The funding agency;
5. The Catalog of Federal Domestic Assistance number;
6. The program source;
7. The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
8. The location of the primary place of performance under the award, including four data elements for the city, State, Congressional district, and country;
9. A unique identifier of the entity receiving the award;
10. A unique identifier of the parent entity of the recipient, should the recipient be owned by another entity; and
11. The names and total compensation of the five most highly compensated officers of the company if it received (1) 80% or more of its annual gross revenues in Federal awards; and (2) \$25M or more in annual gross revenue from Federal awards.

O. Reports: Grantee will prepare and present such other status reports and other information that may be pertinent and necessary, or as may be requested by the City. Grantee will provide the City with such reports on a monthly basis. Terms of evaluation and assessment shall be determined by the City, and reports shall contain such details as the City may identify. Grantee shall include in the monthly reports to the City the amounts paid in compensation for its management and administrative expenses. The monthly reports shall detail the expense being reimbursed by type of expense (fund management and administration, underwriting, loan loss reserve, and other direct expenses as detailed in the approved budget). Grantee will be paid only for work expressly authorized in this Agreement. Grantee will not be entitled to payment for any services that were performed prior to the effective date of this Agreement or after its termination or expiration, unless a provision of this Agreement expressly provides otherwise. If Grantee fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the City, the City may, in its sole discretion and upon written notice to Grantee, withhold monies due Grantee, without penalty, until such failure to perform is cured.

P. Non-Discrimination. In carrying out its responsibilities under the EECBG award, Grantee shall render all credit decisions without regard to race, color, national

origin, religion, sex, sexual orientation, age, marital or familial status, mental or physical disability (provided the applicant has the legal capacity to enter into a binding contract), receipt of public assistance, or any other basis prohibited by law. To avoid an unintended discriminatory effect, credit policies will be applied consistently to all customers, applicants, co-applicants and guarantors. Grantee will not tolerate discrimination by any employee. If Grantee determines that discrimination has occurred, this will constitute sufficient grounds for immediate termination. This commitment will be fulfilled while maintaining prudent credit discipline.

- Q. Employment. In carrying out activities under the agreement, Grantee, its employees, officers and agents shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, sexual orientation, age, marital or familial status, mental or physical disability, national origin or any other basis prohibited by law. 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, national origin, religion, sex, sexual orientation, age, marital or familial status, mental or physical disability, 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 forth 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 Section in all of its contracts for work funded under this Grant Agreement, except contracts governed by Section 104 of Executive Order 11246.
- R. FACT Act Compliance. Grantee warrants that it will develop and implement procedures and practices to address identity theft, as required under the Fair and Accurate Credit Transactions (FACT) Act of 2003 and implementing federal administrative regulations. Grantee's standards address the identification, detection, and response to patterns, practices, or specific activities that could indicate identity theft, as well as methods for properly disposing of customer information.

#### IV. GENERAL GRANT PROVISIONS

- A. ARRA Indemnification. Grantee shall be solely liable for any breach by Grantee of federal statutes, rules, program requirements and grant provisions applicable to ARRA funds provided to Grantee under this Agreement. If the City is required to return, reimburse or otherwise pay any ARRA funds to the State or the federal government related to or arising from Grantee's breach of any such ARRA requirements or conditions, the Grantee shall hold harmless and indemnify the City of Portland for amounts equal to the ARRA funds that the City is required to pay to the State or the federal government.
- B. Indemnification. Grantee shall hold harmless, defend and indemnify the City, its officers, agents and employees, its officers, agents and employees, against all losses, damages, liability, claims, demands, actions, suits, costs, expenses and judgments (including court and appeal costs, and attorney fees and costs) to the extent arising directly or indirectly related to negligent or willful acts, errors or

omissions of Grantee or its officers, agents or employees in the performance of the services, activities or work conducted pursuant to this Agreement. The obligation to provide indemnification will not extend to any of the Indemnified Party's own (a) negligent, intentional, or wrongful acts or omissions, or (b) breach or failure of performance under the agreement. The indemnification obligation stated herein will survive the termination or expiration of the Agreement. Grantee will be notified promptly in writing by the City of any notice of such claim which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claims will be done without the respective prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense. Subject to the limitations of Oregon laws, including but not limited to the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify Grantee from and against all liability, loss and costs arising out of or resulting from the negligent or intentional wrongful acts of the City, its officers, employees and duly authorized agents in the performance of the City's duties and responsibilities as set forth in this Agreement.

- C. Indemnification for Patent/Copyright Infringement. Grantee will hold harmless, indemnify and defend the City, its officers, officials, employees and agents, , its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the City, where such action is based on the claim that information supplied by Grantee or its employees, officers or agents infringes any patent or copyright. Grantee will be notified promptly in writing by the City of any notice of such claim which Grantee shall defend with counsel of its own choosing. No settlement or compromise of any such claims will be done without the respective prior written approval of the City. Grantee and its agents, contractors and others shall consult and cooperate with the City while conducting its defense.

D. Insurance.

1. Commercial Liability Insurance. Grantee will maintain commercial general liability coverage for bodily injury, personal injury and property damage, with limits per occurrence of not less than:
  - a. One Million Dollars (\$1,000,000) for bodily injury or death to each person;
  - b. One Million Dollars (\$1,000,000) for property damage resulting from any one accident; and,
  - c. One Million Dollars (\$1,000,000) for all other types of liability.
  - d. Commercial automobile liability for owned, non-owned and hired vehicles with a limit of One Million Dollars (\$1,000,000) for each person and Two Million Dollars (\$2,000,000) for each accident.
  - e. Comprehensive form premises-operations, explosions and collapse hazard and underground hazard with limits of not less than One Million Dollars (\$1,000,000), which may be included in the general liability policy.
  - f. Specialized forms specific to the industry of Grantee will be deemed equivalent provided coverage is no more restrictive than



would be provided under a standard commercial general liability policy, including contractual liability coverage.

2. Workers' Compensation Coverage. Throughout the duration of this Grant Agreement, Grantee will comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, Grantee shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor.
3. Professional Liability Insurance. Grantee will maintain professional liability insurance or professional errors and omissions coverage appropriate to the nature of Grantee's business operations. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of Grantee's services under this Grant Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Grant Agreement or within the scope of Grantee's services under this Grant Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Grant Agreement.
4. Miscellaneous Insurance Provisions. Grantee's insurance shall protect Grantee and the City, as well as the City's officers, agents, and employees. The limits of the insurance shall be subject to any changes as to maximum statutory limits of liability imposed on municipalities of the State of Oregon during the term of this Grant Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees.
5. Grantee's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the City, its elected and appointed officers, officials, employees and agents. 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.
6. Grantee's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the City as an additional insured.
7. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees or agents.
8. Grantee will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements

stated in these provisions.

9. The insurance limits mandated for any insurance coverage required by this Grant Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.
10. Grantee will maintain all required policies in force from the time this Grant Agreement becomes effective until such time as the Grant Agreement is terminated or expires. If Grantee's liability coverage is written as claims made policy, then Grantee must evidence the purchase on an extended reporting period or tailor coverage for a three year period after completion of the services.
11. Grantee will place insurance with insurers licensed to do business in the State of Oregon and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re insurers licensed in the State of Oregon.
12. Grantee will furnish the City with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section 27 within 10 days after the effective date of this Grant Agreement. The certificate will, at a minimum, list limits of liability and coverage. Grantee shall maintain on file with the City Auditor a certificate of insurance certifying various insurance requirements required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain required insurance may be cause for immediate termination of this Grant Agreement.
13. Each such insurance policy shall contain the following endorsement physically attached to the certificate of insurance: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City of Portland, by registered mail, of a written notice of such intent to cancel or not to renew." Any certificate or endorsement limiting or negating the insurer's obligation to notify the City of cancellation or changes must be amended so as not to negate the intent of this provision. If the insurance is canceled or materially altered within the term of this Grant Agreement, Grantee shall provide a replacement policy with the same terms. Grantee agrees to maintain continuous uninterrupted coverage, in the terms and amounts required, for the duration of this Grant Agreement.
14. In the alternative to providing a certificate of insurance to the City certifying liability insurance coverage as required in this Section 27, Grantee may provide the City with an Annual statement regarding its self-insurance. Grantee's self-insurance shall provide at least the same amount and scope of coverage for Grantee and the City, its officers, agents and employees, as otherwise required under this Section 27. The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage under this Section 27, any failure by Grantee to maintain adequate self-insurance shall be cause for the City to terminate this Grant Agreement.

- E. Contractors And Assignment. 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. 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's contractors shall be responsible for adhering to all applicable local, state and federal laws and regulations.
- F. Independent Status. 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.
- G. Termination for Cause. If, through any cause, Grantee shall fail to fulfill in timely and proper manner its 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. Integration. This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and is an attempt to integrate all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter into one document. There is no other agreement, promise or inducement for this Agreement other than as expressed in this Agreement. There are no other representations, warranties, statements or agreements between the parties except as expressly set forth in this Agreement.
- M. Amendment. Amendments to the terms and conditions of this Grant Agreement shall be incorporated into a formal grant amendment and approved by the City Council by ordinance before such amendment shall become effective.
- N. Third Party Beneficiaries. Except as expressly provided in this Grant Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Grant Agreement may only be enforced by the parties.
- O. Survival. As of the date of termination or expiration of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity, confidentiality, warranty, records retention, unperformed and otherwise continuing obligations will survive termination or expiration of this Agreement. Grantee's obligations regarding treatment of the loan funds will also survive termination or expiration of this Grant Agreement.
- P. Electronic Transactions. The City and Grantee agree that all obligations under this Agreement, including any contract amendments, may be performed by electronic means, including the use of electronic signatures.

- Q. Term of Grant. Once authorized by the City Council by ordinance, and executed by duly authorized representatives of the parties, this Grant Agreement shall be effective from and after July 1, 2010 and shall continue until March 31, 2011, unless terminated earlier or expressly superseded by another agreement between the parties.

**CITY OF PORTLAND**

**GRANTOR**

**CLEAN ENERGY WORKS OREGON,  
INC.**

**GRANTEE**

\_\_\_\_\_  
Name:  
Title:  
Date \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Linda Meng, City Attorney

## Exhibit A Scope of Work

Clean Energy Works Oregon agrees to undertake the following tasks and activities:

- I. Establish a base of operations for the organization
  - a. Craft internal staff recruitment and contracting policies that are consistent with the program's overall social equity goals and community workforce standards and benefits.
  - b. Locate and lease office space
  - c. Hire initial staff
  - d. Establish basic office functions, such as phone service, computers, and Internet access.
  
- II. Establish the business model that informs the development of a service delivery platform to aggregate, manage and deploy capital targeted for streamlined energy-efficiency retrofits in the Portland metro area.
  - a. Negotiate contracts with Portland General Electric, Pacific Power and NW Natural for delivery of on-bill repayment mechanism.
  - b. Define the organization's relationship to Conservation Services Group, Inc. (CSG), specifically with respect to the role of Energy Advocates.
  - c. Define the organization's relationship to Energy Trust of Oregon.
  - d. Define the organizations's relationship to ShoreBank Enterprise Cascadia.
  - e. Develop and enter into contractual relationships with other jurisdictions in Oregon, including Gresham, Hillsboro, Lake Oswego, Clackamas County, Astoria, Hood River County, Klamath County and Lake County as sub-recipients of the EECBG funding.
  - f. Craft a set of readiness criteria that specifies the requirements for local jurisdictions' participation in the Clean Energy Works Oregon project.
  - g. Conduct an assessment of the information technology (IT) resources and gaps of collaborating organizations, including Energy Trust, CSG, ShoreBank Enterprise Cascadia and Bureau of Planning and Sustainability to inform the development of the organization's internal IT platform.
  - h. Host summits for participating jurisdictions to network, solve problems and build relationships.
  
- III. Clarify community workforce standards and benefits for expansion of Clean Energy Works Oregon into metro-area and rural jurisdictions.
  - a. Work with Clean Energy Works Portland pilot stakeholders to identify additional statewide partners who focus on social equity and economic development.
  - b. Work with rural jurisdictions to understand local economic and labor conditions, so that community workforce standards and benefits can be tailored appropriately.

- IV. Develop an initial demand creation strategy that articulates and differentiates the role of Clean Energy Works Oregon from that of participating jurisdictions.
- a. Apply a consumer-based market segmentation approach to the deployment of the most effective marketing tools used in the pilot program.
  - b. Create a centralized web portal for all interested consumers across jurisdictions.
  - c. Develop a suite of turn-key marketing products and services for use by participating jurisdictions.