

Exhibit A

Amendment # 001
ODOE Agreement # 10-1245

AMENDMENT TO ARRA GRANT AGREEMENT

1. This is Amendment No. 001 to Agreement No. 10-1245 (as amended from time to time the "Agreement") dated June 30, 2009 between the State of Oregon acting by and through its Department of Energy (ODOE), hereafter called Agency, and City of Portland., hereafter called Recipient.

2. Effective Date. This amendment shall become effective on the date it is fully executed and approved as required by applicable law.

3. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by italics and brackets):

a. Recipient and ODOE information on page 1 of the Agreement is amended as follows:

RECIPIENT		ODOE	
Administrator:	Michael Armstrong	Administrator:	Paul Egbert Trish Bunsen
Title:	Sr. Sustainability Manager	Title:	Recovery Act ARRA Project
Organization:	City of Portland	Organization:	Manager
Address:	1900 SW 4 th Portland, OR 97204-5380	Address:	State of Oregon: Dept of Energy 625 Marion Street NE Salem, OR 97301-3737
Phone:	503-824-6053	Phone:	
Fax:	503-823-7800	Fax:	[(503) 378-4032] (503) 373-2120
Email:	michael.armstrong@portlandoregon.gov	Email:	(503) 373-7806 Paul.egbert@state.or.us trish.bunsen@state.or.us
Federal ID #:	93-6002236		
DUNS #	054971197		

b. Section 1 of the Agreement is amended as follows:

1. **Effective Date.** This Agreement shall become effective on ~~June 26, 2009~~ October 1, 2011 as duly executed and approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be completed on ~~February 15, 2012~~ April 30, 2012 ("Project Completion Date"). This Agreement shall expire on the earlier of ~~March 31, 2012~~ June 30, 2012, or the date final payment is made by ODOE.

c. Section 3 of the Agreement is amended as follows;

3. **Grant.** In accordance with the terms and conditions of this Agreement, ODOE shall provide Recipient ~~[\$2,000,000]~~ \$3,000,000.00 (Grant Funds or Grant moneys) for the purposes described in Section 4 (the "Project"). ODOE shall pay the Grant from monies available through DE-EE0000140 ARRA – State Energy Program Grant issued to ODOE under ARRA, the Energy Policy Act of 2005 and Public Law 109-58 by the U.S. Environment Protection Recipient (EPA).

Use of the Grant Funds are subject to the regulations and cost principles applicable to this Agreement, including but not limited to OMB Circular A133 Audits of States, Local Government and Non-Profit Organizations, Exhibit B (Federal Assurances and Certifications) and, for any ARRA funds, Exhibit D. The Grant Funds may be used only for eligible expenditures and for purposes set out in federal regulations governing the source of these funds.

Any Program Income deriving from the Grant Funds must be added to the Grant Funds. Program Income shall be considered Grant Funds for purposes of this Agreement and must be used or expended in accordance with the terms and conditions of this Agreement. Recipient must obtain written approval from ODOE prior to earning any Program Income. Program Income includes any interest or other income generated with or deriving from the Grant Funds.

d. Section 13.g of the Agreement is amended as follows:

13. GENERAL PROVISIONS

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Recipient or ODOE to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day, if transmission was outside normal business hours of the Recipient. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any communication or notice given by personal delivery shall be effective when actually delivered.

ODOE:

[Rhea Rodriguez, Contracts Specialist]
Zaida Zuniga, Contract Officer - Lead
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97301
Phone: [503-373-2296] 503-378-6968
Fax: 503-373-7806
Email: [rhea.r.rodriguez@state.or.us]
zaida.zuniga@state.or.us

Recipient:

Michael Armstrong, Sr. Sustainability Manager
City of Portland
1900 SW 4th
Portland, OR 97204-5380
Phone: 503-824-6053
Fax: 503-823-7800
Email: michael.armstrong@portlandoregon.gov

[Paul Egbert, ARRA Project Manager]
Trish Bunsen, Recovery Act Project Manager
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97301
Phone: [(503) 378-4032] 503-373-2120
Fax: (503) 373-7806
Email: [paul.egbert@state.or.us]
trish.bunsen@state.or.us

Either party may designate a different person or change the contact information given in this section by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 13.c.

e. Exhibit A to the Agreement is amended by adding the following Attachment to the end of Exhibit A in the Agreement:

Budget Category	Contract Budget	Amendment #1	Total Budget
	2,000,000	1,000,000	3,000,000
Audits	297,200	200,00	497,200
Energy Advisor	360,000	300,000	660,000
Rebates	1,342,800	500,000	1,842,800
Total Project Costs	2,000,000	1,000,000	3,000,000
	Paid Units	Est. Units	Total Units
	April-December 2011	October 2011-April	
Audits	743	500	1243
Energy Advisor	168	140	308
Rebates	453	168	621
Total Units	1364	808	2172

4. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

CITY OF PORTLAND

OREGON DEPARTMENT OF ENERGY

By: _____
Signature

By: _____
Bob Repine, Acting Director Date

Print Name and Title

Paul Egbert, ARRA Manager Date

Date

Jan Lemke, DPO Date

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY *2/2/12*

PER E-MAIL 2/16/2012
APPROVED FOR LEGAL SUFFICIENCY Date
Required for Contracts over \$150,000