

GRANT AGREEMENT NO. 32000690

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and the Housing Development Center ("HDC" or "GRANTEE") in an amount not to exceed \$63,000. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

Through an individual grant from CITY, GRANTEE will produce a "Best Practices Healthy Living Handbook" ("Handbook") for retrofitting apartment complexes to better contribute to residents' health and well-being. Grantee will also make Handbook available on its website, so that other housing providers, property managers, landlords, and developers will have access to it. Parties find as follows:

1. GRANTEE is a nonprofit that for over two decades has provided comprehensive development and asset management services for the Northwest region's affordable housing and community development industry. HDC's finance and construction experts have helped more than 75 organizations develop over 3,000 units of affordable housing and 50,000 square feet of community-facility space, while its asset management and development programs promote efficient, sustainable affordable housing systems.
2. The Healthy Kids Healthy Communities (HKHC) Initiative, led by the Oregon Public Health Institute (OPHI) with funding from the Robert Wood Johnson Foundation, has identified the design of multi-family housing as one of several barriers to active living and healthy eating in lower income households. OPHI advocates for public policy to prevent and resolve health problems and unmet community health needs and identifies and works collaboratively with diverse community partners to develop and implement effective solutions to public health issues.
3. Northwest Health Foundation has awarded a Kaiser Permanente Community Fund (KPCF) grant of \$150,000 to the City of Portland to work with community-based organizations to engage residents to identify measures that would improve residents' health and well-being and to make recommendations for upgrades to nonprofit and privately-owned and managed affordable multi-family housing complexes. The City's Grant Award No. 15937 with Northwest Health Foundation is incorporated by reference into this agreement with GRANTEE.
4. Engagement of developers and property managers as partners in the effort is necessary to understand how multi-family nonprofit and private market rentals can incorporate healthy features.
5. HDC is one of three funded participants in CITY's efforts to involve residents, property managers, landlords and developers in making recommendations for beneficial enhancements to multifamily housing. In addition to comprehensive housing development and asset management services, HDC conducts technical studies and researches best practices throughout the industry. For CITY'S project, "Promoting Health through Multi-family Housing," HDC will work through

its network of Community Development Corporations and also involve East Portland property managers, landlords, and developers to offer experience in financing and developing affordable housing; and produce incentives, policy recommendations and a toolkit of multifamily housing design improvements. The work involves outreach to landlords and developers, receipt of public input, identification of best practices, development of tools and incentives and subsequent recommendations for actions and outcomes.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

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:

- A. Act as lead agency to coordinate efforts to develop a web-based Handbook with multiple parties, including property managers, owners and developers; sub-consultants; and project team. Handbook will provide both long-term visionary concepts and short-term strategies for modifications to multifamily housing to address a variety of health-related issues. It is intended to be a resource for property managers, owners, and developers. The issues addressed in Handbook will be based on challenges or areas of unmet need identified by residents of East Portland.
 - a) Handbook will describe the identified health concerns and short- or long-term strategies to address six (6) challenges or areas of unmet need.
 - b) Handbook is not to exceed 35 pages, including attachments produced by HDC, and excluding attachments produced by sub-consultants for which HDC is not responsible for layout.
 - c) Handbook will be web-based. A limited number of print-versions will be produced.
 - d) Handbook will include a Retrofit Toolkit ("Toolkit") which could provide practical design and construction-related concept alternatives that property managers, owners, and developers could make to properties to address resident-identified challenges. Toolkit will contain illustrations and narrative, so that alternatives can be easily understood and applied by Handbook users.
- B. Attend monthly project team meetings convened by CITY for up to 18 months. Attendees at project team meetings will include representatives from CITY, OPHI, HDC, Community Alliance of Tenants, Center for Intercultural Organizing, Rose Community Development, and other organizations as identified by the project team.
- C. Work with project team to identify Incentives that the City could offer property managers, owners, and developers to encourage physical modifications to properties that would address the six challenges identified by residents. Describe Incentives clearly and concretely so CITY can determine whether they are fiscally realistic for the City.
- D. Work with project team to identify Policy Recommendations ("Recommendations") for the City that would address the six challenges identified by residents. Recommendations

could include code language modifications, program design suggestions, and other amendments. Describe the Recommendations clearly and concretely so BPS can assess the viability of adoption by the City.

- E. Convene a diverse committee of property managers, owners, and developers (“Committee”) whose task is to suggest and review strategies and longer term visionary directions to the six challenges identified by residents. Committee will inform Handbook, Toolkit, Incentives, and Recommendations development to ensure recommendations are practical and implementable.
 - a) Identify and recruit participants.
 - b) Lead five (5) Committee meetings: one introductory, three to address the six identified challenges, and one wrap-up.
- F. Work with project team to write and produce Handbook, including Toolkit, Incentives, and Recommendations. Lead in the production of Handbook and Toolkit.
- G. Hire Subcontractors and oversee work of subconsultants to assist with identification and refinement of Handbook and Toolkit materials, including suggestions for physical modifications/retrofits. Subconsultants will include an Architect, and may include a construction contractor, industrial hygienist, or others.
- H. Coordinate one Charrette led by Architect. Charrette will involve project team and residents of East Portland who have identified the six challenges. Charrette outcomes will inform Toolkit.
- I. Convene one Educational Forum (“Forum”) for property managers, owners, and developers. Purpose of Forum is to communicate project findings, including best practices and retrofit ideas, to a larger community of property managers, owners, and developers in East Portland.
- J. Provide periodic updates to BPS about project status and work progress.

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 Robin Boyce or such other person as may be designated by Grantee in writing at the following address:

Housing Development Center (HDC)
847 NE 19th Ave, Suite 150
Portland, OR 97232
- C. City Grant Manager: The Grant Manager for this Agreement is Deborah Stein or such other person as may be designated by CITY in writing at the following address:

City of Portland
Bureau of Planning and Sustainability

1900 SW 4th Avenue, Suite 7100
Portland OR 97201

- 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 shall submit reports to the Grant Manager that will include narrative documentation of activities. The highlights can include description of activities and approaches used, materials developed, staff role, publicity, outcomes and any lessons learned. Due dates for reports are July 31, 2012; January 31, 2013; and July 31, 2013. The reports will include:
1. List of employees involved in project and their responsibilities;
 2. Summary of accomplishments during the previous six months;
 3. For reports on July 31, 2012 and January 31, 2013, a description of projected work for the following six months;
 4. Maintenance of a master list of landlords and developers involved in the project; and
 5. The number of new landlord and developer contacts for the reporting period.

CITY reserves the right to request additional documentation to support GRANTEE's expenditure of grant funds have 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 awarded on a reimbursement basis. GRANTEE shall submit to the Grant Manager a monthly invoice for work performed by the Grantee during the preceding month or months when work has accumulated. The invoice shall set out all items for payment including, but not limited to: the name of the individuals, labor category, hours worked during the period, and tasks performed. GRANTEE will undertake work pursuant to Section I of this Grant Agreement at the following hourly rates:

Executive Director	\$110/hour
Program Director	\$110/hour
Senior Project Manager	\$95/hour
Project Manager	\$85/hour
Project Assistant	\$65/hour
Clerical Assistant	\$50/hour

GRANTEE shall also attach photocopies of claimed reimbursable expenses and receipts, if applicable. CITY will reimburse GRANTEE for out-of-pocket expenses that the City agrees are necessary for completion of this work. Expenses may be billed as of January 1, 2012.

Funds to the Grantee will include payments to subconsultants including the architect selected to co-lead a charrette and may not exceed the amount to be paid the Grantee for total services.

- 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. Work Product. In the course of its performance under this Grant Agreement, GRANTEE may use pre-existing products, materials and methodologies proprietary to GRANTEE ("Pre-existing Works"). If GRANTEE has included copyright language on Pre-existing Work, e.g. "© (year date) Housing Development Center, All rights

reserved." then CITY will not remove such language from the document. Where CITY uses work prepared or provided by GRANTEE, CITY will cite GRANTEE as source of any such materials. Work products developed under this contract shall be subject to the Oregon Public Records law.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.

- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- X. 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

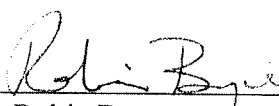
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than October 31, 2013.

CITY OF PORTLAND

GRANTEE

Name: Susan Anderson
Title: Director, Planning and Sustainability
Date: _____


Name: Robin Boyce
Title: Executive Director
Date: 4/13/12

Approved as to Form

APPROVED AS TO FORM

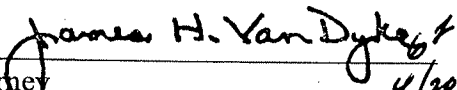

City Attorney James H. Van Dyke
CITY ATTORNEY 4/20/12

Exhibit B**GRANT AGREEMENT NO. 32000692**

This 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 \$22,500. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

Through an individual grant from CITY, GRANTEE will build capacity within East Portland tenants to organize and advocate for improvements that benefit the health and welfare of residents in multi-family housing. Parties find as follows:

1. GRANTEE is a statewide, grassroots, tenant-controlled nonprofit organization that educates, organizes and develops the leadership of low-income tenants to advocate for affordable, stable and safe rental homes.
2. The Healthy Kids Healthy Communities (HKHC) Initiative, led by the Oregon Public Health Institute (OPHI) with funding from the Robert Wood Johnson Foundation has identified the design of multi-family housing as one of several barriers to active living and healthy eating in lower income households. OPHI advocates for public policy to prevent and resolve health problems and unmet community health needs and identifies and works collaboratively with diverse community partners to develop and implement effective solutions to public health issues.
3. Northwest Health Foundation has awarded a Kaiser Permanente Community Fund (KPCF) grant of \$150,000 to the City of Portland to work with community-based organizations to engage residents to identify measures that would improve residents' health and well-being and to make recommendations for upgrades to nonprofit and privately-owned and managed affordable multi-family housing complexes. The City's Grant No. 15937 with Northwest Health Foundation is incorporated by reference into this agreement with GRANTEE.
4. Engagement of tenants living in multi-family apartment complexes in this effort is necessary so that tenants can be involved in shaping the policies that impact their environment and reside in healthier homes.
5. CAT is one of three funded participants in CITY's efforts to involve residents, property managers, landlords and developers in making recommendations for beneficial and more sustainable enhancements to multifamily housing. Building on 16 years of success throughout Portland, training tenants on their rights and responsibilities, CAT will work directly with tenants to gather information from experience to effectively advocate for culturally relevant, healthier homes. For CITY'S project, "Promoting Health through

Multi-family Housing," CAT will work directly with East Portland residents to educate, gather input and coordinate efforts to provide recommendations for actions and outcomes.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

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:

- A. Attend monthly project team meetings convened by BPS for up to 18 months. Attendees at project team meetings will include representatives from CITY, OPHI, CAT, Housing Development Center, Center for Intercultural Organizing, and other organizations as identified by the project team.
- B. Attend monthly work sessions with the community based work group. Organizations in attendance will be CAT, Center for Intercultural Organizing, and other organizations as identified by the community based work group.
- C. Through door knocking and public meetings with partners, CAT will outreach to and build relationships with residents in a minimum of 6 apartment complexes. CAT will engage residents, record input and report on comments and concerns to the project partners for inclusion in the Best Practices Handbook. Tenant input may come in the form of photographs, presentations, and other means as appropriate to convey issues such as indoor air quality and outdoor recreation opportunities at multi-family complexes, and options for access to culturally relevant, healthy food in East Portland.
- D. Refer tenants to other resources that assist in stabilizing their lives, including social service agencies that provide housing, legal advice, medical care and other community-building amenities.
- E. Perform other work as identified by project partners, tenants and approved by City.

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 Elisa Harrigan or such other person as may be designated by GRANTEE in writing, at the following address:

Community Alliance of Tenants (CAT)
2710 NE 14th Ave
Portland, OR 97212

- C. City Grant Manager: The Grant Manager for this Agreement is Deborah Stein, or such other person as may be designated by CITY in writing, at the following address:

Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100
Portland OR 97201

- 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 shall submit Reports to the Grant Manager that will include narrative documentation of activities. The highlights can include description of activities and approaches used, materials developed, staff roles, publicity and/or organizing model best practices, outcomes and any lessons learned, and photos and/or video in electronic format. The due dates for the reports are July 31, 2012, January 31, 2013, and July 31, 2013.

1. Summary of major accomplishments;
2. List of all CAT employees involved in this project and their responsibilities;
3. For reports on July 31, 2012 and January 31, 2013, a description of projected work for the following six months;
4. Maintenance of a master list of tenants and community members that are involved in this project; and
5. The number of new tenant contacts for the reporting period

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:
- B. Grant funds will be awarded on a reimbursement basis. The Grantee shall submit to the Grant Manager an invoice for work performed by the Contractor during the preceding month, or months in which work has accumulated. The invoice shall set out all items for payment including, but not limited to: the name of the individuals, labor category, direct labor rate, hours worked during the period, and tasks performed. The Grantee shall also attach photocopies of claimed reimbursable expenses and receipts, if applicable. Expenses may be billed as of January 1, 2012.
- C. 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.

- D. 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.
- E. 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

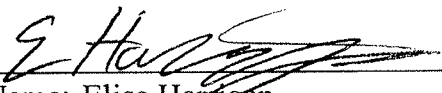
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than October 31, 2013.

CITY OF PORTLAND

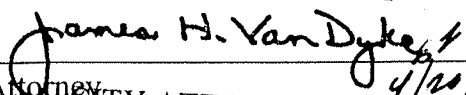
GRANTEE

Name: Susan Anderson
Title: Director, Planning and Sustainability
Date: _____



Name: Elisa Harrigan
Title: Executive Director
Date: 4-11-12

Approved as to Form

APPROVED AS TO FORM


City Attorney CITY ATTORNEY 4/20/12

Exhibit C**GRANT AGREEMENT NO. 32000691**

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and CENTER FOR INTERCULTURAL ORGANIZING ("CIO") OR "GRANTEE") in an amount not to exceed \$37,500. This Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

Through an individual grant from CITY, GRANTEE will build capacity among East Portland tenants to organize and advocate for improvements that benefit the health and welfare of residents in multi-family housing. Parties find as follows:

1. GRANTEE is a nonprofit membership organization that leads grassroots efforts to protect and expand immigrant and refugee rights through education, civic engagement and policy advocacy, community organizing and mobilization, and intergenerational leadership development.
2. The Healthy Kids Healthy Communities (HKHC) Initiative, led by the Oregon Public Health Institute (OPHI) with funding from the Robert Wood Johnson Foundation has identified the design of multi-family housing as one of several barriers to active living and healthy eating in lower income households. OPHI advocates for public policy to prevent and resolve health problems and unmet community health needs and identifies and works collaboratively with diverse community partners to develop and implement effective solutions to public health issues.
3. Northwest Health Foundation has awarded a Kaiser Permanente Community Fund (KPCF) grant of \$150,000 to the City of Portland to work with community-based organizations to engage residents to identify measures that would improve residents' health and well-being and to make recommendations for upgrades to nonprofit and privately-owned and managed affordable multi-family housing complexes. The City's Grant Award No. 15937 with Northwest Health Foundation is incorporated by reference into this agreement with GRANTEE.
4. Engagement of tenants living in multi-family apartment complexes in this effort is necessary so that tenants can be involved in shaping the policies that impact their environment and reside in healthier homes.
5. CIO is one of three funded participants in CITY's efforts to involve residents, property managers, landlords and developers in making recommendations for beneficial and more sustainable enhancements to multifamily housing. Stemming from their leadership development work, CIO will help form a multi-ethnic coalition reflective of East Portland demographics. For CITY'S project, "Promoting Health through Multi-family Housing,"

CIO will work directly with East Portland residents to educate, gather input and coordinate efforts to provide recommendations for actions and outcomes.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

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:

- A. Attend monthly project team meetings convened by CITY for up to 18 months. Attendees at project team meetings will include representatives from CITY, OPHI, CIO, CAT, Housing Development Center, and other organizations as identified by the project team.
- B. Attend monthly work sessions with the community-based work group. Organizations in attendance will be CIO, CAT, and other organizations as identified by the community-based work group.
- C. Through door knocking and public meetings with partners, CIO will perform outreach to and build relationships with youth and residents in a minimum of 6 apartment complexes. CIO will engage residents, record input and report on comments and concerns to the project partners for inclusion in the Best Practices Handbook. Tenant input may come in the form of photographs, presentations, and other means as appropriate to convey issues such as indoor air quality and outdoor recreation opportunities at multi-family complexes, and options for access to culturally relevant, healthy food in East Portland.
- D. Refer tenants to other resources that assist in stabilizing their lives, including social service agencies that provide housing, legal advice, medical care and other community-building amenities.
- E. Perform other work as identified by project partners, tenants and approved by City.

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 Kayse Jama or such other person as may be designated by GRANTEE in writing, at the following address:

Center for Intercultural Organizing
700 N Killingsworth Street
Portland OR 97217

- C. City Grant Manager: The Grant Manager for this Agreement is Deborah Stein, or such other person as may be designated by CITY in writing, at the following address:

Bureau of Planning and Sustainability
1900 SW 4th Avenue, Suite 7100
Portland OR 97201

- 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 shall submit Reports to the Grant Manager that will include narrative documentation of activities. The highlights can include description of activities and approaches used, materials developed, staff roles, publicity and/or organizing model best practices, outcomes and any lessons learned, and photos and/or video in electronic format. The due dates for the reports are July 31, 2012, January 31, 2013, and July 31, 2013.
1. Summary of major accomplishments;
 2. List of all CAT employees involved in this project and their responsibilities;
 3. For reports on July 31, 2012 and January 31, 2013, a description of projected work for the following six months;
 4. Maintenance of a master list of tenants and community members that are involved in this project; and
 5. The number of new tenant contacts for the reporting period

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:
- B. Grant funds will be awarded on a reimbursement basis. The Grantee shall submit to the Grant Manager an invoice for work performed by the Contractor during the preceding month or months when work has accumulated. The invoice shall set out all items for payment including, but not limited to: the name of the individuals, labor category, direct labor rate, hours worked during the period, and tasks performed. The Grantee shall also attach photocopies of claimed

reimbursable expenses and receipts, if applicable. Expenses may be billed as of January 1, 2012.

- C. 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.
- D. 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.
- E. 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.
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- 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.
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- 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.
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- 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.
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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.

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- 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

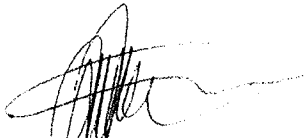
The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due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

This Grant Agreement and all work by GRANTEE shall terminate no later than October 31, 2013.

CITY OF PORTLAND

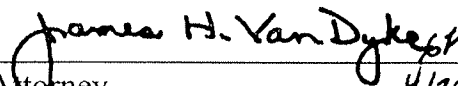
GRANTEE

Name: Susan Anderson
Title: Director, Planning and Sustainability
Date: _____



Name: Kayse Jama
Title: Executive Director, CIO
Date: 04-18-2012

Approved as to Form

APPROVED AS TO FORM


City Attorney CITY ATTORNEY 4/20/12