

Exhibit A**GRANT AGREEMENT NO.**

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Concordia University ("GRANTEE") in an amount not to exceed \$500,000 for the construction of an Early Childhood Development Center at the Concordia University/ Faubion School.

RECITALS:

1. Concordia University has partnered with Oregon's largest public school district, Portland Public Schools, as well as other organizations across the City, to provide support for children attending Faubion School in one of Portland's most underserved and vulnerable communities.
2. This partnership aims to alter the trajectory for children and families residing in Northeast Portland by promoting academic success and life-long wellness through an innovative, community-wide education initiative, called 3 to PhD.
3. The 3 to PhD program will accomplish the goal of altering the trajectory for children and families by delivering services and supports, including early childhood education, physical, dental, and mental health, parent literacy, and teacher development, as well as optimal learning in STEAM disciplines (science, technology, engineering, arts, and mathematics).
4. These educational and support services will transform an underserved community by collectively confronting the socioeconomic deficits that often impact a child's ability to learn by co-building a shared, state-of-the-art educational facility, which will serve 675 students K-8, up to 127 children aged birth – five years from the Faubion School, as well as the students, staff, and faculty of Concordia University.
5. This state-of-the-art educational facility will be the first of its kind in the nation, embedding a private university inside an urban public school, so that faculty and students from both institutions are side-by-side under one roof.
6. The new Faubion School/Concordia University will enable Concordia's undergraduate and graduate students to gain real-world experience as they prepare for careers in education and nursing, social work, and more, while simultaneously providing Faubion's students with educational, wellness, social, and community services in a state-of-the-art learning environment, featuring community wellness spaces, and an early childhood center.
7. The City will partner with the Grantee to fund construction of the new Early Childhood Development Center, subject to the conditions contained herein,

8. In accordance with the FY 2015-16 Budget, the City now desires to make a grant to GRANTEE in an amount not to exceed \$500,000.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

- A. ACTIONS: GRANTEE will perform the following action, and spend grant funds in the following way:
- Construct a new Faubion School/Concordia University educational facility;
 - Ensure the new educational facility features an Early Childhood Development Center, community wellness spaces, and state-of-the-art STEAM/maker spaces for Faubion and Concordia students;
 - Use the City's contribution of \$500,000 specifically for construction of the Early Childhood Development Center estimated to cost a total of \$4.8 million.
- B. OUTCOMES: GRANTEE expects specific outcomes from this grant including:
- Establishment of an educational corridor served by Faubion School and Concordia University, which will:
 - Include services and activities that promote whole-person health for children and families in the area,
 - Serve as an innovation hub for transforming curriculum and pedagogy for high quality urban education.
 - Groundbreaking is anticipated for February 2016 and it is further anticipated that City funds will be spent within first four months of construction.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. PUBLICITY: During the term of this Grant Agreement, GRANTEE shall use its best efforts to identify the City's grant funding in publicity regarding the construction of the Early Childhood Education Center, and the programs offered there, that will be supported by the grant funds.
- B. RECORDS: GRANTEE will maintain all records for the program. Those records, as well as general organizational and administrative information, will be made available to the CITY Grant Manager or other designated persons upon request;
- C. CITY GRANT MANAGER: The CITY Grant Manager for this grant is Jamie Dunphy, Policy Coordinator, Office of Commissioner Nick Fish, (503) 823-3599; Jamie.dunphy@portlandoregon.gov.
- D. GRANTEE PROJECT MANAGER: The GRANTEE Manager is Jacquie

Gregor, Director of Foundation and Corporate Relations, Concordia University,
(503) 493-6497; jgregor@cu-portland.edu.

- E. AMENDMENT: The CITY Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance authorizing the grant.
- F. BILLINGS/INVOICES/PAYMENT: The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant, to perform all administrative matters related to this grant, and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- G. REPORT: GRANTEE will complete and submit to the CITY Grant Manager the **Special Appropriation Reporting Form**, attached as Exhibit A, no later than thirty (30) days after the completion of the project.

III. PAYMENTS

- A. TIMING: GRANTEE will receive its funding as follows: After the Grant Agreement becomes effective, GRANTEE will submit an invoice for the full amount of the grant to the CITY Grant Manager for approval. The City of Portland will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE.
- B. TERMINATION/ SUSPENSION: If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, does not provide required services, or otherwise fails to 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. PURPOSE: This Grant Agreement shall not be used for any purpose other than setting forth the terms and conditions of the grant provided by the CITY to the GRANTEE for the construction of the Early Childhood Development Center at the Concordia University/ Faubion School.
- D. PAYMENT RECORDS/ RECEIPTS: The GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the CITY 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.

IV. GENERAL GRANT PROVISIONS

- A. **TERMINATION FOR CAUSE.** If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the CITY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period, GRANTEE shall not spend unused grant funds.
 2. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the CITY, become the property of the CITY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** The CITY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph, GRANTEE shall return any unused Grant funds..
- C. **CHANGES.** The CITY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the CITY setting 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 paragraph in all of its Grant Agreements for work funded under this Grant Agreement, except Grant Agreements governed by Section 104 of Executive Order 11246.
- E. **ACCESS TO RECORDS.** GRANTEE shall provide the CITY, or its duly authorized representatives, prompt access to any and all books, documents, papers, records, and general organizational and administrative information of GRANTEE that are related to this Grant Agreement or GRANTEE's

performance of services, for the purpose of making audit examinations, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the CITY makes final payment and all other pending matters are closed.

- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to CITY. The CITY, or its authorized representative, may, from time to time, examine any records of GRANTEE regarding its billings or its work hereunder. The City shall also have the authority to inspect, audit, and copy these financial and work records. GRANTEE shall retain these financial and work records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The CITY, either directly or through a designated representative, may audit the records of GRANTEE at any time during the four year period established by Section G above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the CITY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the CITY, and the CITY's officers, agents, and employees, against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work, or any of GRANTEE's contractor's work, under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
 - 2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance. This may be done either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes before its expiration. GRANTEE also agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.
- J. LIABILITY INSURANCE.
 - 1. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include, but not be limited to, coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE, as detailed below.
 - 2. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the CITY, and its officers, agents, and

employees, from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the CITY and its officers, agents, and employees. 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. However, 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.

3. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the CITY Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms.
4. GRANTEE shall maintain on file with the CITY Auditor a certificate of insurance certifying the coverage required under subsection (2). The adequacy of the insurance shall be subject to the approval of the CITY Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the CITY. 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.

- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement, GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the CITY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the CITY, and GRANTEE 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, worker's compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No CITY officer or employee, during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this

Grant Agreement or the proceeds thereof. No CITY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.

- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the CITY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof; and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations. GRANTEE shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in CITY funding, in any program year, is required to obtain an independent audit of the CITY-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in CITY funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be invalid, illegal, or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement represents the sole, final, complete, exclusive, and integrated expression and statement of the terms of this Grant Agreement between the CITY and GRANTEE and supersedes all prior written and/ or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The CITY shall monitor on an as-needed basis to ensure Grant Agreement compliance. Such monitoring may cover both programmatic and fiscal aspects of the Grant Agreement, and may include, but is not limited to: site visits, telephone interviews, and reviews of required reports.. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this grant agreement. The agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by GRANTEE without the prior written permission of CITY.
- V. ELECTRONIC MEANS: The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

- W. NOTICE: All notices under this Grant Agreement shall be sent to GRANTEE at the following address:

GRANTEE: Jacquie Gregor
 Concordia University
 2811 NE Holman Street
 Portland, OR 97211

V. TERM OF GRANT

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

This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2016.

CITY OF PORTLAND

GRANTEE

 Name: Nick Fish
 Title: Commissioner-in-Charge
 City of Portland, Oregon

 Name: Jacquie Gregor
 Title: Director of Foundation and Corporate Relations
 Concordia University

APPROVED AS TO FORM:

 City Attorney