

GRANT AGREEMENT NO. #

This Grant Agreement is between the CITY OF PORTLAND, OREGON (“CITY” or “GRANTOR”) and Portland State University (or “GRANTEE”) in an amount not to exceed \$50,000 for the Conceptual Design and Feasibility Analysis.

RECITALS:

1. The March 2020 Keller Seismic Analysis Summary Report outlined the structural deficiencies of the Keller Auditorium and potential options to renovate or replace the building.
2. The key options for the facility’s future include different scales of work: option 1b: limited building renovation that addresses seismic upgrades; option 2: a major renovation including new additions; and option 3: a new facility on the existing site or on an alternative site.
3. In 2017, a private design competition was held to conceptualize what might be possible for a grand scale Keller renovation on site.
4. An association of neighborhood property owners and design professionals, the Halprin Landscape Conservancy, became interested in continuing this work with refining their efforts (“option 2B”) to see if they would be feasible.
5. In a joint letter dated September 14, 2022 between the City of Portland and Metro, the City and Metro each committed \$200,000 in funding toward the Halprin Landscape Conservancy while requiring an additional private match of \$200,000 to further develop option (2b) to determine its feasibility.
6. On September 27, 2023, Halprin Landscape Conservancy presented their concept for a renovated Keller Auditorium to Portland City Council.
7. While the Keller renovation study was underway, on July 12, 2023 the City released a Request for Expression of Interest (RFEI) to explore potential new performing arts facility sites in Portland.
8. On August 11, 2023, the City received 8 proposals in response to the RFEI and narrowed them down to 5 on September 25, 2023 for further discussion.
9. Further discussions were conducted the week of October 23, 2023 with the 5 proposers and on November 9, 2023, the top 2 proposals were selected for further study: Lloyd Center, Urban Renaissance Group and Portland State University.
10. The City desires to enter into two grant agreements with the top two sites to fund additional concept design and feasibility work.
11. Funding will be provided with one-time allocations from the Spectator Venues and Visitor Activities Fund.
12. Once this portion of work is completed, proposers will present their design work to the Portland City Council in spring 2024.
13. After the presentations, the City will engage stakeholders and the public to solicit feedback on all three options: the Keller renovation concept, the Lloyd Center Urban Renaissance Group concept and the Portland State University concept.
14. In summer 2024, Portland City Council will receive a summary of the public outreach effort and recommend a path forward to renovate or replace the facility.
15. CITY now desires to award a one-time grant to GRANTEE in an amount not

to exceed \$50,000.

16. The following exhibits are attached and incorporated into this Agreement by reference.

- a. Exhibit A: Program Scope of Work
- b. Exhibit B: Budget
- c. Exhibit C: Progress Report
- d. Exhibit D: Invoice
- e. Exhibit E: Advance Reconciliation Form

THEREFORE, in consideration of the provisions contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the Conceptual Design and Feasibility Analysis as described in EXHIBIT A: Scope of Work, EXHIBIT B: Budget hereto, which by this reference are incorporated herein and made a part hereof.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall be effective on 1/1/2024 and will terminate 9/30/2024 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. All expenses incurred during this period that are demonstrably related to the scope of this project shall be deemed eligible.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the CITY's grant funding in publicity regarding the program(s) that will be supported by the grant funds.
- B. Media Communications: The City requests that official press releases of the grantee representing the City's plans regarding the relocation or renovation in place of the performing arts venue, be limited to promoting direct links or references to official City materials. Time permitting and when appropriate, official press releases should be coordinated between the City and the grantee.
- C. CITY Grant Manager: CITY hereby appoints Lauren Broudy to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the CITY Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Lauren Broudy, MPA
Spectator Venues Program Coordinator
City of Portland, OMF
1120 SW Fifth Avenue, Suite 901
Portland, OR 97204
503-823-6202
lauren.broudy@portlandoregon.gov

- D. GRANTEE Project Manager: GRANTEE hereby appoints Jason Franklin to act as

its Project Manager regarding this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Jason Franklin, AICP
Associate Vice President
Portland State University
1600 SW Fourth Ave, Suite 501
503-725-2031
jason.franklin@pdx.edu

- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. The Final Advance Reconciliation is due no later than thirty (30) days after the grant termination date.
- F. Report: GRANTEE will complete and submit to the CITY Grant Manager the signed Special Appropriation Progress Report, using Exhibit C, 15 days after the end of each quarter. The final Progress Report is due no later than thirty (30) days after the grant termination date.

ARTICLE IV -- PAYMENTS

- A. The amount of this grant award is \$50,000. The CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date of the invoice.
- B. GRANTEE agrees to operate the program as described in the GRANTEE's grant application and to expend funds in accordance with the approved budget unless the GRANTEE receives prior written approval from the CITY'S Grant Manager to modify the program or the budget. Requests for payment must be made using Exhibit D and accompanied by Exhibit C. Backup documentation to support eligible expenses is also required accompanied by Exhibit E, starting with the second quarter. Examples of backup documentation includes, but is not limited to payroll reports, receipts, invoices, general ledger reports, copies of checks, etc.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed in this Grant Agreement and shall not be used for any other purpose.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.
- F. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through

279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

- G. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL GRANT 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 estimated timetable 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 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. 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, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Records and Audits
 - 1. Records Retention. GRANTEE shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of ten (10) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
 - 2. CITY Audits. CITY, either directly or through a designated representative, may conduct financial and performance audits of GRANTEE's records related to this Agreement at any time in the course of the Agreement and during the records retention period listed above. 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 Government Accountability Office.

3. Access to Records. CITY may examine, audit and copy GRANTEE's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. GRANTEE shall make copies of applicable records available upon CITY's request.

J. Public Records

1. Public Records Act. CITY is subject to Oregon public records law. All documents and information submitted by GRANTEE to CITY may be deemed public records subject to public disclosure pursuant to Oregon public records law.
2. Submission of Confidential Records. GRANTEE shall contact CITY's Grant Manager before submitting confidential information to CITY. If the GRANTEE determines that it is necessary to submit confidential documents and information to CITY, the GRANTEE shall identify, highlight, and segregate any information that is identified as confidential from information that is not exempt. GRANTEE shall identify applicable exemptions under the Oregon Public Records Act. Information that has not been properly marked as confidential by GRANTEE may be disclosed by CITY in response to a public records request.
3. No Warranty or Representation of Confidentiality. CITY makes no warranty or representation as to the confidentiality of GRANTEE's documents or information submitted to CITY whether or not the documents or information are identified as confidential by GRANTEE. Documents or information identified by GRANTEE as confidential may be disclosed by CITY if CITY determines, in its sole discretion, that the GRANTEE's documents or information are subject to disclosure under Oregon public records law. In the event CITY receives a public records request applicable to GRANTEE's documents or information, CITY will make an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by GRANTEE.
4. Acknowledgement and Waiver. GRANTEE acknowledges by its signature below that all documents and information submitted to CITY by GRANTEE may be subject to public disclosure upon CITY's determination that GRANTEE's documents or information are subject to disclosure under public records law, upon an order of the Multnomah County District Attorney, or upon an order of a court. GRANTEE is advised to consult GRANTEE's legal counsel regarding the applicability of Oregon public records law to GRANTEE documents and information submitted to CITY.

K. Indemnification.

To the extent permitted by law, including, without limitation, the Oregon Constitution, and subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance 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 for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. Commercial General Liability Insurance:
GRANTEE shall maintain commercial general 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.
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. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. 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, cancelation, 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 certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before 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 the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years 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 Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in 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.
- R. Severability. CITY and GRANTEE 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.
- S. Merger. This Agreement contains the entire agreement between CITY and GRANTEE 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.
- T. 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.
- U. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Jason Franklin, AICP
Associate Vice President
Portland State University
1600 SW Fourth Ave, Suite 501
503-725-2031
jason.franklin@pdx.edu

NOTICE: Notices to Grantor under this Grant Agreement shall be sent to CITY at the following address:

Lauren Broudy, MPA
Spectator Venues Program Coordinator
City of Portland, OMF
1120 SW Fifth Avenue, Suite 901

Portland, OR 97204

503-823-6202

lauren.broudy@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND

Michael Jordan
Chief Administrative Officer

Date: _____

GRANTEE

Andria Johnson
Interim VP, Finance &
Administration

Date: _____

APPROVED AS TO FORM

Ken McGair
City Attorney

Date: _____

Exhibit A: Program Scope of Work

Expected Activities to Reach Summary Report

1) Site and Program Evaluation

- a. Review preexisting work
 - Seismic Study on Keller/binder of detailed materials
 - LMN program with Miller study
 - Halprin Landscape Conservancy Report and Appendices on Proposed Keller Renovation
- b. Meet with longstanding operators/users of the Keller (e.g., Portland's Operators, Metro Visitor Venues, City of Portland Spectator Venues and Representatives from local arts organizations as suggested by Portland's Operators) to understand greatest concerns and desires/interests in a new site/facility
- c. Compile summary of site due diligence including analysis of geotechnical, environmental, zoning/land use/permitting. Discuss any gaps in existing site due diligence to be completed as necessary to inform project feasibility.

2) Conceptual Design

- a. Prepare a conceptual design incorporating performer, staff and audience amenities identified in reviews of pre-existing work and user interviews
- b. Generally identify local permitting and approval processes for building, park and public street infrastructure; outline assumptions about the site and what it can accommodate, including parking capabilities. Indicate spatial and functional relationships between performing arts center and other buildings/elements in the overall development.

3) Cost & Partnership Structure

- a. Outline what would be included with facility and location, cost estimates/timing, potential partnership structure(s) and financial terms (e.g., land lease, development partnership/condo, land sale, etc.), what co-development opportunities would exist
- b. Discuss potential funding opportunities to the extent known.

4) Schedule

- a. Provide a preliminary schedule including key project milestones (e.g., land use approvals, stakeholder engagement, financing, design, construction)

Data Collection to Show Progress & Outcome Measures

- Bimonthly virtual project calls with project team
- Summary Report, May 2024

Evaluation & Measurement and Major Milestones for Project

- Well-documented process for reaching site summary report with robust input from City of Portland, Portland's and users of the facility
- City of Portland shall be provided with joint ownership and access to any work products developed and funded with city dollars and in site summary report.

Anticipated Timeline

January through June 2024

Exhibit B: Budget

PROJECT BUDGET			
EXPENSES: please identify all expenses related to the project			
	SCOPE	IDENTIFIED EXPENSE & NARRATIVE	BUDGET
1	Site and Program Evaluation		\$ 15,000
	a. Review pre-existing work -	Internal staffing resources - General Counsel, Planning Construction & Real Estate and Treasury personnel; as well as contracted Architectural & Engineering Assets	
	Seismic Study/Binder of Detailed materials		
	LMN program with Miller study		
	Halprin Landscape Conservancy Report and Appendices on proposed Keller Renovation		
	b. Meet with longstanding operators/users of the Keller (e.g., Portland's Operators, Metro Visitor Venues, City of Portland Spectator Venues and Representatives from local arts organizations as suggested by Portland's Operators) to understand greatest concerns and desires/interests in a new site/facility	Internal staffing resources - General Counsel, Planning Construction & Real Estate, PSU Foundation, Academic Leadership & Faculty and Treasury personnel; as well as contracted Architectural & Engineering and Communications Agency assets	
	c. Compile summary of site due diligence including analysis of geotechnical, environmental, zoning/land use/permitting. Discuss any gaps in existing site due diligence to be completed as necessary to inform project feasibility.	Internal staffing resources - General Counsel, Planning Construction & Real Estate and Treasury personnel; as well as contracted ESA, Architectural & Engineering assets	
2	Conceptual Design		\$ 25,000
	a. Prepare a conceptual design incorporating performer, staff and audience amenities identified in reviews of pre-existing work and user interviews	Internal staffing resources, General Counsel, Planning Construction & Real Estate PSU Foundation and Treasury personnel; as well as Contracted Architectural & Engineering Assets and Hospitality Industry Consultant	
	b. Generally identify local permitting and approval processes for building, park and public street infrastructure; outline assumptions about the site and what it can accommodate, including parking capabilities. Indicate spatial and functional relationships between performing arts center and other buildings/elements in the overall development.		
3	Cost and Partnership Structure		\$ 8,000
	a. Outline what would be included with facility and location, cost estimates/timing, potential partnership structure(s) and financial terms (e.g., land lease, development partnership/condo, land sale, etc.), what co-development opportunities would exist	Internal staffing resources, General Counsel, Planning Construction & Real Estate PSU Foundation and Treasury personnel; as well as Contracted Architectural & Engineering Assets and Hospitality Industry Consultant	
	b. Discuss potential funding opportunities to the extent known.	Internal staffing resources, General Counsel, Planning Construction & Real Estate and Treasury Personnel	
4	Schedule		\$ 2,000
	a. Provide a preliminary schedule including key project milestones (e.g., land use approvals, stakeholder engagement, financing, design, construction)	Internal staffing resources, General Counsel, Planning Construction & Real Estate, Treasury Personnel as well as Contracted Architectural & Engineering Assets	
	Total		\$ 50,000
BUDGET NARRATIVE: Please describe the anticipated costs and their role in carrying out the project. Expense narratives note the purchase of service assets in addition to institutional staffing deployed as necessary to complete the scope of work required under the grant. PSU is financially augmenting the City's grant amount to carry out the work required under the scope.			

Exhibit C: Progress Report (Part 1 of 2)

Grant Agreement

Progress Report



****Please input reporting period****

[Check here if this is your FINAL Progress Report]

☐ FINAL

GRANTEE Organization Name				
Project Title				
City Program Area**				
Overall Project Status »				
Project Summary	<i>[Describe grant project]</i>			
Successes	<i>[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]</i>			
Challenges	<i>[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]</i>			
Project Narrative	<i>[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, • any additional comments about the project, additional photos, or supplementary documents you would like to share.]</i>			
Project Finances	Awarded:	<i>[Insert total funds awarded by City]</i>	Grant Expenditures to Date:	<i>[Insert grant expenses incurred to date and</i>

* See your agreement document for project start and end dates

Page 1 of 2

** Refer to your application for the City Program Area

*** Use the approved budget line items from your application and agreement

Exhibit C: Progress Report (Part 2 of 2)

City of Portland Grant Agreement Progress Report

				<i>submit with the expenditure report***]</i>
Next Steps	<i>[What are the next steps for this project and your organization?]</i>			

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. <i>Typed or printed name and title:</i>	
Name:	
Signature:	
Date:	
<i>Telephone</i>	
<i>Email Address</i>	
<i>Date report submitted (month, day, year)</i>	

Exhibit D: Invoice

Grant Agreement

Invoice/Request for Payment



City Use Only		Invoice No.	*	
Vendor No.		Date	*	
Grant Agreement		Payment Terms		Net 30 days

Project	
Grantee Address	
City	
State, Zip	
Contact Name	
Contact Info.	

Please complete Invoice number, and prior utilization amount and sign

	*
	*
TOTAL:	\$0.00

For City Use Only:

DPR	
DPO	
GR	

Grantee Approved By/Date

City Approval by/Date

Exhibit E: Advance Reconciliation Form

Grant Agreement



Advance Reconciliation

All TAN sections must be completed

City Use Only	
Vendor No.	
Grant Agreement	

Date	
------	--

Program			
Grantee			
Address			
City			
State, Zip			
Contact Name			
Contact Info.			
Expense Period			

Description (Budget Line Items)	Budget	Current Expenses	Expenses Previously Billed	Expenses to Date
TOTAL:				

Grantee Approved By/Date

City Approval by/Date