

Exhibit A**GRANT AGREEMENT NO.**

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR") and Portland State University ("GRANTEE") in a Fixed Price amount of \$51,765.57 for the Age-Friendly Portland Initiative ("INITIATIVE").

RECITALS:

1. Established in 1969, Portland State's Institute on Aging was one of the first centers in the United States to focus on the social, psychological, and economic issues related to aging. Their research is funded by federal, state, and private sources, with projects designed to advance knowledge that serves an aging society. Educational programs are offered at the baccalaureate, postbaccalaureate, master's, and doctoral levels.
2. The Age-Friendly Portland Initiative is an outgrowth of the City of Portland-Portland State University (PSU) Institute on Aging (IOA) partnership that originated in 2010 as part of the World Health Organization's (WHO) Global Network of Age-Friendly Cities and Communities.
3. The Initiative strives to prepare Portland for the needs and opportunities that are inherent to the rapid and unprecedented aging of Portland which is already underway. The Age-Friendly Portland Initiative is globally recognized as a model for age-friendly cities and the unique partnerships between the university, city, and community stakeholders has furthered the ability of Portlanders to age in an active, healthy, and engaged manner.
4. Portland is facing a housing crisis. By 2035, 120,000 new households are expected to be added to the City of Portland; of these, 40-45% will include someone aged 65+. Add to that a limited stock of affordable and accessible (e.g., low-barrier, bathroom on ground level) housing and our aging population is faced with housing that fails to meet its needs along two of the most basic facets of housing.
5. The City of Portland's Bureau of Planning and Sustainability (BPS) has created a Residential Infill Project Stakeholder Advisory Committee (RIP-SAC) to guide the City's rewrite of the single-family housing code. The Age-Friendly Portland Initiative has convened a Housing committee to increase the availability of housing that meets the needs of Portlanders of all ages and abilities.
6. RIP-SAC is composed of developers, designers, neighborhood-based advocates, and other members of the community. Although affordable housing was mentioned by many members of the Committee, little mention of accessible

housing was conveyed, outside of the PSU faculty member who serves on the Portland Commission on Disability (PCoD) and the Age-Friendly Portland Initiative's Advisory Council.

7. The Age-Friendly Portland Initiative's Housing Committee has been dormant for approximately one year due to lack of funding and the need to focus efforts toward maintaining the Advisory Council and other committees: Health; Transportation; Economic Development & Employment; and Civic Engagement.
8. An understanding of the challenges faced by an increasingly aging population and a growth in people with disabilities living in community based settings are needed with respect to affordability and accessibility. Research is needed to understand how public processes such as RIP-SAC are working to alleviate affordability and accessibility barriers for older adults and people with disabilities.
9. Portland State University faculty member, Dr. Alan DeLaTorre currently serves on RIP SAC, is a Commissioner with PCoD, and chairs the Age-Friendly Housing Committee. Funding from this grant agreement will be used to carry out three actions:
 - a. Staff the Age-Friendly Portland Advisory Council and reconvene and staff the Age-Friendly Portland Housing Committee. The primary objective of staffing the Advisory Council is to work toward implementation of the Age-Friendly Portland Action Plan; objectives of the Housing Committee include revising the Housing Action Area of the Age-Friendly Portland Action Plan and identifying priorities to increase the age friendliness of Portland's housing stock.
 - b. Study the CITY's Residential Infill Project Stakeholder Advisory Committee as a participant observer to understand how affordable and accessible housing for older adults and people with disabilities is being advanced (or not advanced) through the City-sponsored project. The study includes an analysis of RIP SAC's structure, processes, and outcomes.
 - c. Develop a PSU University Studies Capstone course that builds on a previous course – Creating Livable Communities for an Aging Society – taught by Dr. DeLaTorre. This research-intensive service-learning course will be offered in the 2016-2017 academic year and is intended to focus on age-friendly communities and mentor first-generational college students participating in an aging-related learning community (via the BUILD EXITO program at PSU). As part of the course development, key informant interviews will be conducted to improve understanding of age-friendly features and barriers for older adults that pertain to housing and those interviews will inform the service-learning course and age-friendly Portland efforts.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

- A. **ACTIONS:** GRANTEE will perform the following action, and spend grant funds in the following way:
- Staff the Age-Friendly Portland Initiative's Advisory Council and reconvene and staff the Age-Friendly Portland Initiative's Housing Committee.
 - Conduct a participant observation study on BPS's Residential Infill Project Stakeholder Advisory Committee that details how affordable and accessible housing for older adults and people with disabilities has been advance.
 - Develop a University Studies Capstone at PSU for 2016-2017 that focuses on age-friendly Portland.
- B. **OUTCOMES:** GRANTEE expects specific outcomes from this grant including:
- Produce quarterly reports on the Advisory Council and Housing Committee (March 31, 2016 & June 30, 2016).
 - Revise the Housing Action Area of the Age-Friendly Portland Initiative's Action Plan and identify priorities to increase the age friendliness of Portland's housing stock; produce revised Action Area and summary of priorities for improving the age friendliness of Portland's housing stock by June 30, 2016.
 - Produce an interim report detail how RIP-SAC's structure, processes, and outcomes have or have not advanced affordable and accessible housing by June 30, 2016.
 - Develop and submit a proposal for a PSU-funded University Studies Capstone course for 2016-2017 that focuses on issues pertaining to age-friendly Portland; submit proposal to the CITY as an appendix to the quarterly report on June 30, 2016.

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 Age-Friendly Portland Initiative.
- 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 Manger 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 Jennifer Ward, Associate Director, Sponsored Projects Administration, Portland State University, 503-725-9900
- 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: Fixed Price:** In consideration of GRANTEE's performance of the Project, GRANTOR shall pay GRANTEE for the estimated cost of the Project a Fixed Price amount of \$51,765.57 US DOLLARS, including direct and indirect costs. GRANTOR is not liable for any payment in excess of the Fixed Price amount unless agreed to by GRANTOR in writing. GRANTEE shall invoice GRANTOR for the entire Fixed Price amount at the time of full execution. GRANTOR shall pay GRANTEE within thirty (30) days of receipt of any invoice. GRANTOR shall submit invoices by mail or electronic means to the grantor's Contact Jamie Dunphy / Jamie.Dunphy@portlandoregon.gov
- 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 carrying out the age-friendly activities detailed in this agreement.
- 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.
 3. If this Agreement is terminated for any reason prior to the completion of the Project, SPONSOR shall reimburse UNIVERSITY for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received.
- 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.. If this Agreement is terminated for any reason prior to the completion of the Project, SPONSOR shall reimburse UNIVERSITY for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received.
- 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. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7 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: Jennifer Ward
Associate Director, Sponsored Projects Administration
Portland State University
PO Box 751-SPA
Portland, OR 97207
503-725-9900
awards@pdx.edu

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: Jennifer Ward
Title: Associate Director, Sponsored Projects Admin.
Portland State University

APPROVED AS TO FORM:

City Attorney