

**PORTLAND DEVELOPMENT COMMISSION**

Portland, Oregon

**RESOLUTION NO. 6974**

**AUTHORIZING A GRANT AGREEMENT WITH PORTLAND + OREGON SUSTAINABILITY INSTITUTE IN AN AMOUNT NOT TO EXCEED \$105,000 FOR DELIVERY OF SUSTAINABILITY ACTIVITIES, INCLUDING ECODISTRICT DEVELOPMENT WITHIN THE PILOT AREAS IN NORTH MACADAM, LENTS TOWN CENTER, AND GATEWAY REGIONAL CENTER URBAN RENEWAL AREAS**

**WHEREAS**, the Portland Development Commission (“PDC”) is the duly-designated urban renewal agency of the City of Portland (the “City”), and as such is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects;

**WHEREAS**, on July 2, 2009, through Resolution No. 36714, the Portland City Council (“Council”) adopted the *City of Portland Economic Development Strategy – A Five Year Plan for Promoting Job Creation and Economic Growth* (the “Strategy”), setting the objective for Portland’s continued leadership in green building by creating the next generation built environment through the establishment of pilot EcoDistricts to foster the next wave of innovation in sustainable building and living, and directed coordination with PDC regarding implementation of the actions identified in the Strategy;

**WHEREAS**, on October 23, 2009, through Resolution No. 36748, Council adopted the *Climate Action Plan*, setting the goal for reducing carbon emissions by 80 percent by 2050, and established interim building and energy objectives to achieve zero net greenhouse gas emissions in all new buildings and homes and to ensure that new buildings can adapt to the changing climate;

**WHEREAS**, on January 27, 2010, through Resolution No. 6767, PDC’s Board of Commissioners (the “Board”) adopted the *PDC Strategic Plan 2010* to guide PDC’s business plans and investments from 2010 through 2014, including the creation of pilot EcoDistricts as part of solidifying the City’s leadership in sustainability and growing economic opportunities related to clean technology and sustainable industries;

**WHEREAS**, on April 25, 2012, through Resolution No. 36918, City Council adopted the Portland Plan, a strategic and comprehensive plan for the future growth and development of the City over the next 30 years, which will strongly influence the region's ability to prosper without relying on carbon based energy;

**WHEREAS**, the Portland + Oregon Sustainability Institute (“POSI”) was founded in 2009 as a registered nonprofit pursuant to the commitment of the region’s leading academic, government, business and nonprofit organizations to align and accelerate the broad array of sustainability efforts across the region and to harness Portland’s unique position as a leader in sustainability; and

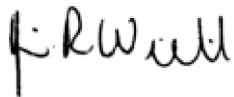
**WHEREAS**, POSI works to coordinate a multi-sector structure and to systematically bring together business, higher education, nonprofit, and municipal leaders to drive a set of next generation urban sustainability initiatives for the Portland metro region, including the EcoDistricts initiative.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby authorizes the Executive Director to execute a Grant Agreement in an amount not to exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) with POSI substantially in the form attached hereto as Exhibit A (the “Grant Agreement”), for delivery of pilot EcoDistricts activities in the North Macadam, Lents Town Center, and Gateway Urban Renewal Areas;

**BE IT FURTHER RESOLVED**, that the Executive Director may approve changes to the Grant Agreement, if such changes do not materially increase PDC’s obligations or risks, as determined by the Executive Director in consultation with PDC’s General Counsel; and

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon its adoption.

**Adopted by Portland Development Commission on October 10, 2012**



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Gina Wiedrick, Recording Secretary

**Exhibit A**

Grant No. \_\_\_\_\_

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (this "Grant Agreement") is made this \_\_\_\_\_ day of October 2012, by and between **PORTLAND + OREGON SUSTAINABILITY INSTITUTE**, an Oregon nonprofit public benefit corporation ("Grantee") and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION** ("Grantor").

**RECITALS**

A. Grantee is charged by the City of Portland to coordinate across government, business, higher education and non-governmental organizations to catalyze and drive the region's sustainability agenda in the areas of economic development, branding, development practices and public policy.

B. The majority of the proposed work will be for the further development of the EcoDistricts' efforts (support high performance, green neighborhood infrastructure planning and development) and their interface with Grantor-related activities within three of five pilot EcoDistrict areas and as initiatives in these districts transition to district stakeholders: South Waterfront/North Macadam, Lents and Gateway (collectively, the "Project").

C. Grantor has agreed to provide the Grant (as hereinafter defined) for the Project, on the terms and conditions of this Grant Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, and the conditions, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. GRANT**

On the terms and conditions of this Grant Agreement, Grantor agrees to make a permanent grant to Grantee in the principal amount not to exceed ONE HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$105,000.00) (the "Grant") for the Project. Of this amount, \$27,500 of the Grant is contingent upon the Bureau of Planning & Sustainability ("BPS") conveying such \$27,500 to Grantor on or before the first disbursement date described in Section 3 hereof.

**2. THE PROJECT**

The Project's scope of work is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Scope of Work"). All funds disbursed hereunder shall be used by Grantee for such purposes related to the Project as described in the Scope of Work, and for no other purpose.

**3. DISBURSEMENT**

Grantor shall, on or about the disbursement dates identified below (October 15, 2012 or January 31, 2013), fund the Grant to the Grantee. Grantee shall evidence eligible use of the Grant by submittal of monthly status reports that identify the funding source (identified below) and producing the Project deliverables. Mid-year disbursement to be accompanied by complete status report and copies of all deliverables completed or significantly drafted to-date.

<b>Funding Source</b>	<b>Total Funding Amount</b>	<b>Amount to Be Funded</b>	<b>Approximate Disbursement Date</b>
BPS IGA/Summit Sponsorship	\$15,000.00	\$15,000.00	October 15, 2012
NMAC URA: North Macadam/Schnitzer Campus	\$27,500.00	\$27,500.00	October 15, 2012
BPS IGA/North Macadam	\$12,500.00	\$12,500.00	October 15, 2013
LENTS URA: Lents	\$25,000.00	\$10,000.00	October 15, 2012
		\$15,000.00	January 31, 2013
GATEWAY URA: Gateway	\$25,000.00	\$10,000.00	October 15, 2012
		\$15,000.00	January 31, 2013
<b>Total</b>	<b>\$105,000.00</b>	<b>\$105,000</b>	

**4. DEFAULT**

Use of the Grant by Grantee for purposes other than those set forth in the Scope of Work shall constitute an event of default (“Default”). In the event of Default, Grantor may declare the entire Grant to be immediately due and payable in full.

**5. RECORDS AND INSPECTION; AUDITS.**

Grantee shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, books of account and records on the expenditure of all Grant proceeds. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project is completed. Grantee will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project is complete. 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 finds that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay that amount to Grantor. In the event of such audit, Grantee agrees to provide the designated auditor with reasonable access to Grantee’s employees and make all such financial, performance and compliance records available to the auditor. This Section 5 shall survive completion of the Project and any termination of this Grant Agreement.



subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

6.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

6.9 **Exhibits.** Any exhibits attached to this Grant Agreement and referred to herein are incorporated in this Grant Agreement as if they were fully set forth in the text hereof.

6.10 **Time of Essence.** Time is of the essence of this Grant Agreement.

6.11 **Payment of Costs of Collection.** In case of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement, the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding.

6.12 **Grant Close Out.** On or about July 15, 2013, Grantee shall provide to Grantor an annual report summarizing Scope of Work project achievements and a full accounting of costs.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives as of the date first above written.

GRANTOR:

The **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Patrick Quinton, Executive Director

GRANTEE:

**PORTLAND + OREGON SUSTAINABILITY CENTER**, an Oregon nonprofit public benefit corporation

By: \_\_\_\_\_  
Robert C. Bennett, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Lisa Gramp, PDC Legal Counsel

## EXHIBIT A

### SCOPE OF WORK

- I. Project Development (Gateway URA and Foster Green/Lents Town Center URA)
  - a. Gateway URA
    - i. Provide technical assistance on selection of two development/ infrastructure opportunities from the full list of assessment recommendations completed in 2011-2012. Project selection to be approved by stakeholders and PDC for goal alignment and TIF eligibility.
    - ii. Develop business and feasibility plan for two (2) projects. Activities to include:
      - Conduct outreach to identify project partners
      - Develop project scope of work
      - Develop project budgets and resources
    - iii. Develop implementation plan for one (1) project.
      - Pursue formal partnership commitments (staff, technical assistance, site/property, funding, etc.)
      - Pursue other matching implementation resources
      - Identify district stakeholder(s) to own/steward project
    - iv. Meet monthly with PDC for input and to ensure coordination with other eastside capacity building and neighborhood work.
  - b. Lents Tower Center URA
    - i. Provide technical assistance on selection of two development/ infrastructure opportunities from the full list of assessment recommendations completed in 2011-2012. Project selection to be approved by stakeholders and PDC for goal alignment and TIF eligibility.
    - ii. Develop business and feasibility plan for two (2) projects. Activities to include:
      - Conduct outreach to identify project partners
      - Develop project scope of work
      - Develop project budgets and resources
    - iii. Develop implementation plan for one (1) project.
      - Pursue formal partnership commitments (staff, technical assistance, site/property, funding, etc.)
      - Pursue other matching implementation resources

- Identify district stakeholder(s) to own/steward project
- iv. Meet monthly with PDC for input and to ensure coordination with other eastside capacity building and neighborhood work.

Deliverables

- a. Kick off meeting with stakeholders in each pilot for project selection.
  - b. Monthly agendas and meeting summaries.
  - c. Project business plans, two (2) apiece in each pilot area.
  - d. Implementation plans, one (1) apiece in each pilot area. Plans should include at least two (2) partnership MOU commitments, including match resource commitments of at least 1:1; at least two (2) new grant applications for project implementation; creation of a stakeholder PM and/or subcommittee; and charter formalizing roles and responsibilities for implementation.
- II. Climate Positive (South Waterfront/North Macadam URA)
- a. Secure and finalize Climate Positive partnership between C40, City of Portland, OHSU, and property owners.
  - b. Develop Roadmap
    - i. Phase 1: Alignment & Information Gathering
      - Develop Climate+ framework and assessment tool
      - Gather information and calibration model/tool
    - ii. Phase 2 – Climate+ Scenario Development & Assessment
      - Develop at least two (2) scenarios and measure against assessment tool
      - Determine implementation strategies, including partners, funding, and schedule
    - iii. Phase 3 – Final Report
      - Provide final report as a Climate Positive Roadmaps
    - iv. Project Management – meet with PDC and BPS monthly to review scenarios, strategies and next steps.

Deliverables

- a. At least two (2) partnership resource commitments and demonstration of full match funding (estimated at approximately \$100,000) or revised scope based on available resources.



- b. Climate+ Framework and Assessment Tool, including Climate+ scenarios summary and implementation strategy
  - c. Final Climate+ Roadmap
  - d. Monthly agendas and meeting summaries
- III. EcoDistrict Summit Sponsorship
- a. Organize and produce annual EcoDistricts Summit as a signature event that promotes Portland’s sustainability related goals and activities in the areas of economic development, neighborhood revitalization, and pilot EcoDistrict activities.

Deliverables

- a. Summit event and Presenting Sponsor status and benefits to be shared evenly between PDC and BPS and with recognition attributed to City of Portland, as follows
  - Presenting title embedded in logo, to be used in all correspondence
  - Presenting title feature/mention in all marketing and promotional activities
  - Custom area/page on the event Website
  - Logo feature in all outgoing marketing and promotion
  - Recognition in the daily intro and evening keynote speeches
  - 8 full-day registration passes included - I will be sending the registration code shortly
  - Featured Sponsor custom-sized exhibitor space onsite at event

**RESOLUTION NO. 6974**

**RESOLUTION TITLE:**

AUTHORIZING A GRANT AGREEMENT WITH PORTLAND + OREGON SUSTAINABILITY INSTITUTE IN AN AMOUNT NOT TO EXCEED \$105,000 FOR DELIVERY OF SUSTAINABILITY ACTIVITIES, INCLUDING ECODISTRICT DEVELOPMENT WITHIN THE PILOT AREAS IN NORTH MACADAM, LENTS TOWN CENTER, AND GATEWAY REGIONAL CENTER URBAN RENEWAL AREAS


Adopted by the Portland Development Commission on October 10, 2012

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Steven Straus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Charles Wilhoite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

**CERTIFICATION**

**The undersigned hereby certifies that:**

*The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.*

	<b>Date:</b>  October 10, 2012
<b>Gina Wiedrick, Recording Secretary</b>	