

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7034

AUTHORIZING A \$100,000 GRANT TO GREATER PORTLAND INC

WHEREAS, Greater Portland Inc (“GPI”) is an Oregon non-profit corporation organized to work in partnership with regional governments and private entities to assist economic development by nurturing and recruiting businesses that bolster the regional economy and promote long term job growth;

WHEREAS, the Portland Development Commission (“PDC”) has successfully worked in partnership with GPI in the past on regional business development projects; and

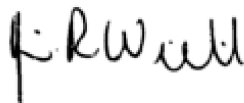
WHEREAS, PDC desires to assist GPI in the upcoming year by making a \$100,000 grant for the purpose of promoting strategic business recruitment, regional branding, and marketing and coordination of the Greater Portland Export Plan (the Grant Purposes).

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to enter into a Grant Agreement with GPI, substantially in the form of Exhibit A attached hereto (the “Grant Agreement”), to provide funding of up to \$100,000 for the Grant Purposes;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Grant Agreement if such modifications do not materially change PDC’s obligations or risks; and

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

Adopted by Portland Development Commission on December 17, 2013



Gina Wiedrick, Recording Secretary

Grant No. 6620-03-01

\$100,000.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**”) dated as of December ____, 2013 (the “**Effective Date**”), is entered into by and between Greater Portland Inc., an Oregon non-profit corporation (“**Grantee**”), and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION** (“**Grantor**” or “**PDC**”).

RECITALS

- A. Grantee operates the Portland region’s public-private economic development initiative.
- B. As part of that initiative and as further described in **Exhibit A**, attached hereto and incorporated herein by this reference, Grantee desires to undertake certain job retention and creation activities to increase Portland’s competitiveness as a global center of jobs, innovation and sustainability (the “**Project**”).
- C. Grantee has requested financial assistance from Grantor to aid and support its implementation of the Project.
- D. The goals and objectives of the Project are consistent with and will further the implementation of Grantor’s and the city of Portland’s Economic Development Strategy, adopted by the Portland City Council in June 2009 and, accordingly, Grantor is willing to provide financial assistance to Grantee for the Project.
- E. Grantor and Grantee now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s financial assistance to Grantee for the Project.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 GRANT GENERALLY

Section 1.1 **Grant Amount.** On the terms and conditions of this Grant Agreement, Grantor agrees to make a grant to Grantee in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the “**Grant**”) to assist Grantee in implementing the Project. Grantee may use the Grant proceeds only for costs necessarily incurred, after December 15, 2013, to implement the Project and within the line item limits of the budget set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference (“**Eligible Costs**”); provided, however, that Grantee may transfer funds from one Budget line item to another so long as no line item is changed by more than 10 percent.

Section 1.2 **Disbursement of Grant Proceeds.** Grantor shall disburse the Grant proceeds to Grantee in a single lump sum promptly after Grantor’s receipt of an invoice therefor in form and substance satisfactory to Grantor.

ARTICLE 2 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 2.1 **Existence and Power; Authority.** Grantee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oregon. Grantee has (a) full power and authority to carry on its business as now being conducted and as Grantee contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Grantee of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Grantee. This Grant Agreement and the other Grant Documents have been duly executed by Grantee and will constitute legal, valid, and binding obligations of Grantee, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 **No Violations or Default.** Grantee is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Grantee notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Grantee or the Project that would constitute an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Grantee’s knowledge, no investigation) is pending against Grantee or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Grantee, the Project or the power of Grantee to complete the Project or (b) which purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Grantee is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 AFFIRMATIVE COVENANTS

Until completion of the Project or as otherwise indicated, Grantee covenants and agrees as follows:

Section 3.1 **Licenses; Maintenance of Business.** Grantee will remain a non-profit corporation validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project including, but not limited to, a City of Portland business license and certification as an Equal Employment Opportunity employer as required by Portland City Code 7.02.300 and 3.100, respectively.

Section 3.2 **Completion of Project and Performance of Obligations.** Grantee will comply with all the requirements of the Grant Documents, including but not limited to, those set forth in Exhibit

A. Except to the extent a later date for a portion of the Project is set forth in Exhibit A, Grantee shall complete the Project no later than June 30, 2014 (the “**Project Completion Deadline**”) and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Grantee shall repay to Grantor any Grant funds remaining in Grantee’s possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement.

Section 3.3 **Compliance with Laws and Use Restrictions.** Grantee will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Grantee and the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 **Other Obligations.** Grantee will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Grantee in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Grantee.

Section 3.5 **Indemnity.** Grantee shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Grantee in any Grant Documents, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Grantee, or its employees, agents or contractors, related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 **Records and Inspection.** 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 Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. 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. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits.** 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 Completion Deadline. 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 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Insurance.** Grantee shall carry, at a minimum, insurance coverage in the amounts set forth below:

(a) **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

(b) **General Liability** insurance with a combined single limit of not less than **\$1,000,000**, on an occurrence basis, for bodily injury and property damage. This type of insurance shall provide contractual liability coverage for the indemnification required under this Grant Agreement. Additionally, **“The Portland Development Commission, the City of Portland and each of their respective officers, agents, and employees”** must be named as Additional Insured with respect to Grantee’s Project activities under this Grant Agreement.

(c) **Automobile Liability** insurance with a combined single limit of not less than **\$500,000** per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Prior to execution of this Agreement, Grantee must provide Grantor with certificates of insurance. The certificate(s) should be sent to the attention of Daniel Spero. Insuring companies or entities are subject to Grantor’s acceptance and must be licensed to provide insurance in the state of Oregon. Grantee’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Grantor shall not contribute to it. This Section 3.8 shall survive completion of the Project until the Project Completion deadline.

Section 3.9 **Recycled Products.** To the maximum extent economically feasible, Grantee shall use good faith efforts to use recycled products in connection with its implementation of the Project.

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 **Failure to Pay General Debts When Due.** Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated a bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

A proceeding or case is commenced against Grantee, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Grantee, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Grantee or for all or a substantial part of its assets, or (iii) relief is granted to Grantee under any law

relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Grantee is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Grantee fails to disclose any fact material to the making of the Grant, or a disbursement, to Grantee, or upon discovery by Grantor of any misrepresentation by, on behalf of, or for the benefit of, Grantee.

Section 4.3 **Failure to Pay Amounts Due.** Grantee fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Grantee fails to observe, perform, discharge, or comply with any other covenant, agreement or obligation imposed on Grantee by this Grant Agreement or any other Grant Document, and such failure remains uncured 30 days after written notice thereof to Grantee.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Grantee) and other charges payable by Grantee pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Grantee shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination of Funding Obligation.** Grantor may, by and effective upon written notice to Grantee, terminate Grantor's obligation to disburse additional Grant funds to Grantee.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Grantee shall entitle Grantee to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in

case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, 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.

ARTICLE 6 MISCELLANEOUS

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

If to Grantee: Greater Portland, Inc.
 Attn: Sean Robbins
 111 SW Columbia Street, Suite 830
 Portland, Oregon 97204
 Telephone: (503) 445-8065, ext. 101
 Facsimile: (503) 445-8071

If to Grantor: Portland Development Commission
 Attn: Chris Harder
 222 NW Fifth Avenue
 Portland, OR 97209
 Telephone: (503) 823-6854
 Facsimile: (503) 823-3368

Section 6.4 **Successors and Assigns.** Grantee may not assign this Grant Agreement, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Subgrants.** Grantee may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Grantee shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Grantee shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements set forth in Section 3.6 hereof and in the scope of work described in Exhibit A

attached hereto, as necessary to permit Grantee to satisfy its recording keeping and reporting requirements under this Grant Agreement, and the audit requirements of Section 3.7.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.

Section 6.7 **Modification; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Grantee and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such 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.

Section 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.

Section 6.9 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

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

GRANTOR:

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

By: _____
Patrick Quinton, Executive Director

APPROVED AS TO FORM:

By: _____
Eric F. Iverson, General Counsel

GRANTEE:

GREATER PORTLAND INC., an Oregon non-
profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

REPORTING REQUIREMENTS

Grantee shall prepare and submit to Grantor no later than July 31, 2014 a final written report on the Project that describes the work completed as part of the Project and provides information on the Project metrics set forth above.

EXHIBIT B

Budget

Item	FY 13-14
Personnel	\$85,000
Materials & Services	\$15,000
Operating Expenses	
Indirect	
Total	\$100,000

RESOLUTION NO. 7034

RESOLUTION TITLE:

AUTHORIZING A \$100,000 GRANT TO GREATER PORTLAND INC


Adopted by the Portland Development Commission on December 17, 2013

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 checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Charles Wilhoite	<input 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.

	<p>Date:</p> <p>January 7, 2014</p>
<p>Gina Wiedrick, Recording Secretary</p>	