

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6902

**AUTHORIZING A GRANT AGREEMENT WITH
PORTLAND OREGON SUSTAINABILITY INSTITUTE IN
AN AMOUNT NOT TO EXCEED \$200,000 FOR DELIVERY
OF SUSTAINABILITY ACTIVITIES, INCLUDING
ECODISTRICT DEVELOPMENT WITHIN THE PILOT
AREAS IN SOUTH PARK BLOCKS, OREGON
CONVENTION CENTER, 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 continuing Portland’s 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, the City is in the process of developing 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 leading 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 two hundred thousand dollars (\$200,000) with POSI substantially in the form attached hereto as Exhibit A, for delivery of sustainability related activities, including pilot EcoDistricts activities in the South Park Blocks, Oregon Convention Center, North Macadam, Lents Town Center, and Gateway Urban Renewal Areas; and

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

Adopted by the Portland Development Commission August 24, 2011.



Recording Secretary

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6902

Title:

AUTHORIZING A GRANT AGREEMENT WITH PORTLAND OREGON SUSTAINABILITY INSTITUTE IN AN AMOUNT NOT TO EXCEED \$200,000 FOR DELIVERY OF SUSTAINABILITY ACTIVITIES, INCLUDING ECODISTRICT DEVELOPMENT WITHIN THE PILOT AREAS IN SOUTH PARK BLOCKS, OREGON CONVENTION CENTER, NORTH MACADAM, LENTS TOWN CENTER, AND GATEWAY REGIONAL CENTER URBAN RENEWAL AREAS

Adopted by the Portland Development Commission on August 24, 2011.

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 duly recorded in the official minutes of the meeting.



Recording Secretary

Date: August 24, 2011

Grant No. _____

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Grant Agreement”) is made this _____ day of July, 2011, 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 (“NGOs”) 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 five pilot EcoDistrict areas: Portland State University/South Park Blocks, Lloyd District/Oregon Convention Center, 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

Therefore, the parties 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 TWO HUNDRED THOUSAND AND NO/100 Dollars (\$200,000.00) (the "Grant") for the Project.

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 (September 1, 2011 or January 31, 2012), 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.

Funding Source	Total Funding Amount	Amount to Be Funded	Approximate Disbursement Date
SPB URA: Portland State University	\$10,000.00	\$5,000.00	September 1, 2011
		\$5,000.00	January 31, 2012
OCC URA: Lloyd Districts	\$125,000.00	\$60,000.00	September 1, 2011
		\$65,000.00	January 31, 2012
NMAC URA: North Macadam/Schnitzer Campus	\$25,000.00	\$15,000.00	September 1, 2011
		\$10,000.00	January 31, 2012
LENTS URA: Lents	\$20,000.00	\$10,000.00	September 1, 2011
		\$10,000.00	January 31, 2012
GATEWAY URA: Gateway	\$20,000.00	\$10,000.00	September 1, 2011
		\$10,000.00	January 31, 2012
Total	\$200,000.00	\$200,000	

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. MISCELLANEOUS

5.1 **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.

5.2 **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, the making of the Grant.

5.3 **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: Portland + Oregon Sustainability Institute
 Attn: Robert Bennett
 1600 SW 4th Avenue, Suite 110
 Portland, Oregon 97201

If to Grantor: Portland Development Commission
 Attn: General Counsel
 222 NW 5th Avenue
 Portland, OR 97209-3859
 Facsimile: (503) 823-3368

With a copy to: Portland Development Commission
 Attn: Loan Servicing
 222 NW 5th Avenue
 Portland, OR 97209-3859
 Facsimile: (503) 823-3368

5.4 **Successors and Assigns.** This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

5.5 **Governing Law.** This Grant Agreement shall be governed by and construed under the laws of the state of Oregon.

5.6 **Assignment.** Grantee may not assign this Grant Agreement without the prior written consent of Grantor.

5.7 **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 reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes 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.

5.8 **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.

5.9 **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.

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

5.11 **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.

5.12 **Grant Close Out.** On or about July 15, 2012, 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:

GRANTEE:

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

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

By: _____
Patrick Quinton, Executive Director

By: _____
Robert C. Bennett, Executive Director

APPROVED AS TO FORM:

Lisa Gramp, PDC Legal Counsel

EXHIBIT A

SCOPE OF WORK

I. District Organization

- a. Lloyd/OCC URA: Work with Lloyd Sustainability Director and Sustainability Management Association (SMA) to shape and implement work plan and process for Lloyd Resource Advisory Council
- b. PSU/SPB URA: Support EcoDistrict Steering Committee to support creation of management association and funding arrangements
- c. South Waterfront/N Mac URA: Work with South Waterfront Community Relations to develop a stakeholder engagement strategy and host community workshops to prioritize projects
- d. Gateway URA: Manage and facilitate EcoDistrict Steering Committee and support creation of management association/organization and funding arrangements
- e. Lents Town Center URA: Manage and facilitate EcoDistrict Steering Committee and support creation of management association/organization and funding arrangements

Deliverables

- a. Established governance groups in each pilot area (e.g. sustainability management associations), including refined organizational and governance agreements; staffing and funding resource strategy.

II. District Assessment

- a. PSU/SPB URA: Provide technical assistance and support to PSU led assessment process
- b. South Waterfront/N Mac URA: Provide technical assistance and support to PDC on infrastructure assessment (performance baseline and targets, systems analysis) and implementation strategy
- c. Lents Town Center/Gateway URAs: Provide technical assistance and support to consultant led assessment process initiated in FY 2010-2011

Deliverables

- a. PSU/SPB URA: Memo describing technical recommendations to assessment process

- b. South Waterfront/N Mac URA: Technical review of assessment and recommendations of project priorities
- c. Lents Town Center/Gateway URAs: Two memos describing technical recommendations stemming from assessment process

III. District Projects

a. Lloyd/OCC URA

i. Rose Quarter Shared Thermal Energy System

- 1. Provide technical advisory role on:
 - ✓ Solicitation and stakeholder coordination
 - ✓ Provider selection including technical review of solicitation, evaluation and recommendation development
 - ✓ Project system and agreement(s) structure
 - ✓ Business arrangements and implementation

ii. Lloyd Green Infrastructure Strategy

- 1. Coordinate with BPS and Lloyd SMA on inventory of projects underway & planned (include Metro, TriMet, BID partners, etc.)
- 2. Establish performance baseline and targets (link to inventory work above and Lloyd Crossing)
- 3. Complete analysis to identify top project priority recommendations in the areas of energy (renewable, retrofit); water; waste and transportation, at appropriate district scale.
- 4. Identify implementation strategy, including
 - ✓ System components and performance, including specifications for procurement
 - ✓ Regulatory issues
 - ✓ Funding & business partnership opportunities
 - ✓ Finance/governance/ownership structures
- 5. Review and vet assessment and strategy recommendations with Lloyd SMA's Sustainability Director; Resource Advisory Council and broader Lloyd leadership, as needed

- b. Lents Town Center/Gateway URAs: Provide technical support assistance on assessment outcomes, including Foster Lents Integration Partnership (FLIP), to ensure EcoDistrict integration

Deliverables

a. Lloyd/OCC URA

- i. Rose Quarter Shared Thermal Energy System
 - 1. Comments on the solicitation and evaluation participation
 - 2. Technical review and comments on any agreements or policy changes necessary to implement system or partnership
 - ii. Integrated Green Infrastructure Strategy
 - 1. Strategy document and related outreach
- b. Lents Town Center/Gateway URAs
- i. Lents Town Center URA: Memo highlighting EcoDistrict integration into FLIP
 - ii. Gateway URA: Input on assessment implementation and review of priority projects