

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7006

**AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE
PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC
OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2013-14**

WHEREAS, the Portland Development Commission (“PDC”) is charged by the City of Portland Charter (“City Charter”) with implementing the vision and goals of the City of Portland (the “City”) as adopted by the Portland City Council relating to economic development;

WHEREAS, in carrying out this charge, the City Charter directs PDC to advance social equity and involve the City’s constituencies to create, maintain, and promote a diverse, sustainable community in which economic prosperity and employment opportunities are made available to all residents;

WHEREAS, the Economic Opportunity Initiative (“EOI”) is an economic development program operated by PDC that is designed to assist low-income, multi-barriered individuals to increase their incomes by providing workforce development and microenterprise development services combined with wrap-around supports;

WHEREAS, the EOI supports achievement of the PDC 2010-2014 Revised Strategic Plan and the Neighborhood Economic Development Strategy adopted by City Council in May 2011;

WHEREAS, beginning in fiscal year (“FY”) 2009-10, PDC has received annual federal Community Development Block Grant (“CDBG”) funding from the City to operate EOI; and

WHEREAS, PDC desires to receive CDBG funding from the City to assist PDC in implementing the EOI during FY 2013-14.

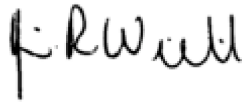
NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to enter into the Subrecipient Contract with the City, acting by and through the Portland Housing Bureau, substantially in the form attached hereto as Exhibit A (the “Subrecipient Contract”), providing approximately \$1.9 million in CDGB funding to PDC for the purpose of implementing and managing the EOI program;

BE IT FURTHER RESOLVED, that should additional CDBG funds become available, the Board hereby authorizes the Executive Director to increase the amount received up to \$2.4 million;

BE IT FURTHER RESOLVED, that the Executive Director may approve changes to the Subrecipient Contract prior to and subsequent to execution, so long as such changes do not materially increase PDC’s risks or obligations, as determined by the Executive Director in consultation with the General Counsel; and

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

Adopted by Portland Development Commission on June 12, 2013

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

Gina Wiedrick, Recording Secretary

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Exhibit A includes this cover page and contains 15 pages:

- Subrecipient Contract between City of Portland, Portland Housing Bureau, and Portland Development Commission: *Economic Opportunity Initiative*
 - Exhibit A: Budget 2013-2014
 - Exhibit B: Anticipated PDC Subcontractors
 - Exhibit C: PHB Guiding Principles of Equity and Social Justice
 - Exhibit D: Quarterly and Year End Report Form
 - Exhibit E: Participant Demographic Form
 - Exhibit F: EOI IDIS Set-Up Form

CONTRACT NO.: 3000XXXX

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF PORTLAND, PORTLAND HOUSING BUREAU
AND
PORTLAND DEVELOPMENT COMMISSION
*Economic Opportunity Initiative***

This contract for services (“Contract”) is between the City of Portland, acting by and through its Portland Housing Bureau (“PHB”) and the Portland Development Commission (“Subrecipient” or “PDC”) for the implementation of the Economic Opportunity Initiative (EOI) program.

This Contract consists of the following sections:

Part A:	Contract	Page 2
Table A:	Contracted Service Programs	Page 3
Part B:	General Terms and Conditions	Page 4
Part C:	Economic Opportunity Initiative Description	Page 13
Exhibit A:	Budget 2013-2014	Page 18
Exhibit B:	Anticipated PDC Subcontractors	Page 19
Exhibit C:	PHB Guiding Principles of Equity and Social Justice	Page 21
Exhibit D:	Quarterly and Year End Report Form	Page 22
Exhibit E:	Participant Demographic Form	Page 23
Exhibit F:	EOI IDIS Set-Up Form	Page 26

Each party has designated a contract manager to be the formal representative for this Contract. All reports, notices, and other communications required under or relating to this Contract shall be directed to the appropriate individuals identified below.

PHB	Subrecipient
Contract Manager: Jennifer Chang	Contract Manager: Kate Deane
421 SW Sixth Ave., Suite 500	222 NW Fifth Avenue
Portland, OR 97204	Portland, OR 97204
(503) 823-2391 (phone)	503-823-3313 (phone)
(503) 823-2375 (fax)	(503) 503-865-3891 (fax)
Jennifer.Chang@portlandoregon.gov	deanek@pdc.us

TABLE A: CONTRACTED SERVICE PROGRAMS

Program Title	Budgeted Amount	Fund Source	Part
Economic Opportunity Initiative (EOI) Programs	\$1,903,417	CDBG	Described in Part C
TOTAL	\$1,903,417		

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PART B: GENERAL TERMS AND CONDITIONS

PART C: ECONOMIC OPPORTUNITY INITIATIVE DESCRIPTION

I. AUTHORITY

The provision of economic development activities for low income individuals is a goal of the City of Portland and part of the City of Portland Consolidated Plan. The City Charter directs the Subrecipient to advance social equity and create, maintain and promote a diverse, sustainable community in which economic prosperity and employment opportunities are made available. The City directs CDBG funds to the Subrecipient for administration of a variety of economic development programs and activities under the Economic Opportunity Initiative (EOI.)

II. SCOPE OF SERVICES

The EOI is a City-wide economic prosperity program designed to significantly increase the incomes of very low-income residents. The purpose of the EOI is to help propel low-income people out of poverty through participation in two program elements: (1) youth and adult workforce development, which offers a program of intensive training, placement, advancement in specific career tracks, and life skills support, and (2) microenterprise development, which offers individualized business education, and technical assistance. The Subrecipient has operated the EOI for the City since July 2009.

The City agrees and acknowledges that the Subrecipient intends to implement the EOI principally through multiple subgrants of funds made available under this Contract to other subrecipients, as permitted by, and in accordance with, the federal law governing the Community Development Block Grant (CDBG) Program. PDC will also utilize \$ 1,478,272 in City General Funds, provided to PDC under a separate Inter-governmental Agreement (IGA), to carry out the EOI program. The CDBG budget for EOI is summarized in Exhibit A.

Providers funded under the EOI will deliver intensive, holistic support, and customized workforce or microenterprise development services to each participant for up to three years. Income or business revenue growth will be tracked quarterly.

The Subrecipient will operate and carry out the following EOI activities:

- A. Responsibility for all program activities, including outreach, planning, negotiating, preparing and administering all related contracts and agreements, disbursement of funds, accounting, reporting and compliance monitoring with subcontractor agencies.

- B. Ongoing technical assistance on program issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit the EOI program.
- C. Subrecipient anticipates subcontracting directly for microenterprise development services. Typical services are anticipated to include:
 - a. Microenterprise Development: Individual business development service plan, delivery of individualized technical assistance and training to business owners on various business matters including but not limited to: licensing, financing and taxes, business plans, financial literacy, legal assistance, marketing, product development, production, and management strategies.
- D. Subrecipient anticipates subcontracting for adult workforce development, and youth workforce development services through Worksystems, Inc., the region's workforce development coordinator, Typical services are anticipated to include:
 - a. Adult Workforce Development: Individual career plan development, work readiness training, job-specific training, work experience placement and support, job search assistance and placement, retention and advancement supports after job placement.
 - b. Youth Workforce Development: Individual career plan development, career exploration, work and college readiness training, work experience placement and support, post-secondary placement, navigation and support, job search assistance and placement, retention and advancement supports after job or post-secondary placement.

Subcontractors that are anticipated to deliver microenterprise and adult and youth workforce development services are listed in Exhibit B.

III. COMMITMENT TO EQUITY AGENDA

***Equity language forthcoming from PHB.**

IV. PERFORMANCE MEASURES

- A. The Subrecipient will track and report on the achievement of the following aspirational levels of service (outputs) of EOI during the period of this Contract:
 - 1. 270 individuals will receive microenterprise services
 - 2. 450 individuals will receive adult workforce services
 - 3. 450 individuals will receive youth workforce services
 - 4. 50% individuals served by EOI will be persons of color
- B. The Subrecipient will track and report on the achievement of the following annual accomplishments (outcomes) for the period of this Contract:

1. Average income gain for microenterprise development participants at exit
 2. Average wage gain for adult workforce development participants at exit
 3. Average wage gain for youth workforce development participants at exit
- C. The above measures may be refined by the mutual consent of the PHB and PDC Contract Managers by the end of the first quarter of FY 2013-14. Such consent shall be documented in writing and will not require a contract amendment.

V. REPORTING AND MONITORING

- A. Subrecipient shall provide PHB with quarterly progress reports from EOI's performance management systems and will complete the Quarterly and Year End Report Form (Exhibit D) and Participant Demographics Report (Exhibit E). Reports are due no later than October 31, 2013, January 31, 2014, April 30, 2014 and July 31, 2014. Extensions to reporting deadlines may be granted with approval from the City Contract Manager.
- B. All project set-ups and draw-downs will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, Subrecipient will complete the project set-up form (Exhibit F) and send it to PHB as soon as the contract is finalized. For amendments, the set up form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment. PHB will return setups if there are problems to be corrected and will provide Subrecipient written verification of setup entries.
- C. Financial invoices may be submitted monthly or quarterly (within 30 days of the end of the reporting period). Subrecipient will submit invoices in accordance with the format recommended by PHB. The year-end financial report will be submitted by **July 9, 2014**. Late program and financial reports submitted to the City may result in delayed payment to the Subrecipient for services rendered.
- D. Subrecipient shall submit available outcome data for the 10-Year Plan to End Homelessness and other reports as reasonably requested by PHB.
- E. PHB will provide Subrecipient with monthly reports of all IDIS balances; Subrecipient will reconcile the IDIS reports to project balances in Subrecipient's financial systems. If discrepancies exist, Subrecipient and PHB will work immediately to determine the source of the discrepancy and the required corrective action.
- F. Subrecipient will monitor its contracted subcontractors to ensure compliance with CDBG fund regulations, including, but not limited to, the following components:
- Desk monitoring
 - Assessment of cost reasonableness
 - Risk assessment

- Contract file completeness
 - Performance of on-site monitoring visit(s) to at least ten percent of contracted subrecipients receiving CDBG funds within the contract year.
- G. PHB will provide Subrecipient with document templates and/or technical assistance in order to implement monitoring activities in compliance with CDBG regulations.

VI. COMPENSATION AND METHOD OF PAYMENT

PHB shall provide the following funding to Subrecipient for performance of the work described in the Scope of Services above:

- A. PHB will provide Subrecipient with \$1,903,417 in on-going CDBG funding for FY 2013-2014.
- B. PHB shall pay all compensation to Subrecipient under this Agreement on an expense reimbursement basis for CDBG expenses identified in the Budget, attached hereto as Exhibit A, and reasonably incurred by Subrecipient in performing the work described in the Scope of Services. Requests for expense reimbursement shall be submitted and processed as described in Section C below.
- C. Subrecipient shall submit requests for expense reimbursement to PHB monthly for expenses accrued in the prior calendar month. PHB shall provide the subrecipient with a recommended form of invoice. Periodic reimbursement requests between monthly billings may be submitted on an interim basis as approved by both Subrecipient and PHB. PHB shall make payment to Subrecipient within 30 business days of receiving a billing. If for some reason payment cannot be made due to errors or omissions then PHB will request from Subrecipient a corrected billing within the 30 day period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.

VII. SURVIVAL OF CERTAIN PROVISIONS

Part C Section VI(C) (with respect to billings for work performed prior to termination of this Contract) and Part B Sections (G), (H), and (I) shall survive termination of this Contract in accordance with their terms. Part B Section (J) shall survive termination of this Contract for a period of five years. The obligations and duties of this Contract related to the receipt and use of federal funds, or program income derived therefor, shall remain binding on Subrecipient during any period that Subrecipient has control of such funds received or generated under this Contract.

**EXHIBIT A
BUDGET 2013-14**

	<i>Estimated Budget</i>
<u>Total Resources</u>	<u>\$1,903,417</u>
<u>Estimated Expenditures</u>	
Economic Opportunity Initiative Programs	
Microenterprise Development	380,671
Adult Workforce Development	761,373
Youth Workforce Development	761,373
Personnel Services	
Indirect	
Materials and Services	
<u>Estimated Total Expenditures</u>	<u>\$1,903,417</u>

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EXHIBIT B: Anticipated Microenterprise and Workforce Development Subcontractors

<i>Contractor</i>	<i>Target Audience for Outreach</i>
<i>Microenterprise Development Subcontractors</i>	
Portland State University (PSU)	Women-owned businesses
Microenterprise Services of Oregon (MESO)	Business owners of color
Hacienda	Business owners of color, limited English proficiency, Latino owned
Neighborhood House	Immigrants and refugees, limited English proficiency, women-owned, child care business owners. Culturally specific networks for Latinas, north Africans, Russians, and African American child care providers.
Immigrant Refugee and Community Association (IRCO)	Immigrants and refugees, limited English proficiency
Native American Youth and Family Center (NAYA)	Native American business owners
<i>Adult Workforce Development Subcontractors (Via Worksystems Inc.)</i>	
Oregon Tradeswomen, Inc	Women and people of color in the trades
SE Works – PREP	Formerly incarcerated
Central City Concern	Formerly Homeless
SE Works - PSCP	Immigrants and English Language Learners
Human Solutions	People of Color
Immigrant Refugee and Community Association (IRCO)	Immigrants and English Language Learners
<i>Youth Workforce Development Subcontractors (Via WorkSystems, Inc)</i>	
Native American Youth and Family Center	Native American youth
Open Meadow Alternative School	Low income youth, many of whom are youth of color
Immigrant and Refugee Community Organization	Immigrant and refugee youth
New Avenues for Youth	Homeless youth
Portland Opportunities Industrialization Center	African American and Latino youth
Portland Youth Builders	Low income youth, many of whom are youth of color
IRCO - Work Experience Coordination	Support for all youth workforce providers

EXHIBIT C

PHB Guiding Principles of Equity and Social Justice

Equity means: All residents from Portland’s diverse and multicultural communities have access to the opportunities and resources they need to attain their full potential.

PHB will work towards eliminating housing barriers of all kinds, and we recognize Oregon’s history of housing discrimination and social injustice and must address current-day disparities in access to the resources, programs and opportunities experienced by communities of color. In Portland, people of color experience racism and encounter barriers to stable housing and housing resources at much higher rates than their White counterparts. This leads to more people of color experiencing disparate living conditions and having less access to public goods, services and resources.

PHB will ensure equity by applying these **Guiding Principles of Equity and Social Justice** when developing policies and organizational priorities, and when making operational and financial investment decisions.

PHB will:

- Seek knowledge and learn from the guidance of others in pursuit of our equity goals
- Strengthen and develop community relationships and engagement for shared success
- Honor and encourage relationships of trust and respect among partners who serve communities of color, service providers, housing developers and contractors
- Develop and communicate equity commitments
- Make policy and operational decisions using an equity lens
- Leverage the work and programs of other organizations effectively addressing issues of equity
- Continually incorporate equity achievements and learning into decision making and implementation of social justice policies
- Provide leadership and support to stakeholders related to equity
- Define, measure, and report equity results

EXHIBIT D
Quarterly and Year-End Report

Subrecipient Name:	Portland Development Commission
Contract Number:	3000XXXX
Program Title:	Economic Opportunity Initiative (EOI)
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2013 <input type="checkbox"/> 2 nd Quarter: October 1, 2013 to December 31, 2014 <input type="checkbox"/> 3 rd Quarter: January 1 to March 30, 2014 <input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2014 <input type="checkbox"/> Year-End: July 1, 2013 to June 30, 2014

I. Progress towards anticipated outputs and outcomes (Note: Reported outputs and outcomes are for services provided through the EOI program which is funded with CDBG Funds and City General Funds. For youth workforce development, outputs and outcomes are also driven by an additional investment of Workforce Investment Act Funds and Multnomah County Funds by Worksystems, Inc.)

<i>Note: Outputs and Outcomes may be refined by the mutual consent of PHB and PDC by the end of the first quarter of FY 2013-14</i>	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total	Annual Aspirational Goals
OUTPUTS						
# individuals receiving microenterprise services						270
# of individuals receiving adult workforce services						450
# of individuals receiving youth workforce development services						450
% of individuals of color served with EOI funds						50%
OUTCOMES (reported at year-end)						Program Exit Goal
Average income gain for microenterprise development participants at program exit	X	X	X	X		
Average wage gain for adult workforce development participants at program exit	X	X	X	X		
Average wage gain for youth workforce development participants at program exit	X	X	X	X		

II. Describe the highlights or successes of the program over the reporting period. *(Please limit your response to 1 page)*

III. Describe the challenges or problems encountered by your program over the reporting period. How will your agency address the challenges/problems? *(Please limit your response to 1 page)*

Reports are due 30 days after the end of the quarter. Return to Dawn Martin via email:
Dawn.Martin@portlandoregon.gov

EXHIBIT E
Participant Demographics Report

(Revised 9/4/12, again 10/19/12, again on 11/5/12)

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

- Individuals, or**
- Heads of Households** (*the Head of Household is the person in the household with the largest income*).

Please make sure that totals of each category below match.

Total Number of Individuals or Households: _____

1. Gender

Gender	TOTAL Clients Receiving Services This Quarter
Male	
Female	
Total*	

*Total should add up to the total people or households served

2. Race or Origin

Purpose and Instructions: This section reports data on the race or origin of your clients. To ensure that accuracy exists, and to ensure that no one needs to enter the identity of "other" we ask that you define identity as specifically as you can. We do not include a "multiracial" category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

2a. Race and Origin (PHB)

Race (Required)	Total # Clients Receiving Services This Quarter
African refugee	
Middle Eastern	
Slavic	
Total	

2b. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	Non-Hispanic Total # of Clients Receiving Services This Quarter	Hispanic Total # of Clients Receiving Services This Quarter	All Total # of Clients Receiving Services This Quarter
White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native, & African American/Black			
Other			
Total*			

*Total should add up to the total people or households served

3. Income

Income (Required)	Total # Clients Receiving Services This Quarter
Over 80% of MFI	
51-80% of MFI (Moderate Income)	
31%-50% of MFI (Low)	
0%-30% of MFI (Extremely Low)	
<i>Total Low/Moderate Income</i>	
Total*	

*Total should add up to the total people served

EXHIBIT F
EOI IDIS Set-Up Form

#	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Subcontractor Agency Name	
	Activity Contract Manager	
	<i>Contract Manager Phone Number</i>	
	<i>Is this an original Set-up? (Y or N)</i>	
	<i>Is this a revision to a previous Set-up? (Y or N)</i>	
	<i>Previous set-up activity name</i>	
	<u>GENERAL INFORMATION-ALL ACTIVITIES</u>	
1	CDBG National Objective Code (LMC)	LMC
	Performance Objective	Provide Economic Opportunity
2	Performance Outcome (choose either “Availability/Accessibility” or “Sustainability”)	
3	Activity Name	
4	Activity Address (include zip code)	
5	Activity Description	
6	Contract period (begins/ends) (Initial Funding Date)	
7	HUD Matrix Code: 05D Youth workforce 05H-Adult workforce 18C - Microenterprise)	
8	CDBG Costs	
9	<i>Proposed Accomplishment Type (People or Businesses)</i>	
10	<i>Will the Activity prevent homelessness?(Yes or No)</i>	No
11	<i>Will the Activity help the homeless? (Yes or No)</i> <i>Note: Respond with “no” unless the program serves homeless or formerly homeless individuals</i>	
12	<i>Will the Activity help those with HIV/AIDS? (Yes or No)</i>	No
13	<i>Will the Activity help persons with a disability? (Yes or No)</i>	No
	<u>ECONOMIC DEVELOPMENT</u>	
	<u>Workforce Activities</u>	
14	Number of people served in contract year	
	<u>Microenterprise Activities</u>	
15	Number of businesses served in contract year	

RESOLUTION NO. 7006

RESOLUTION TITLE:

AUTHORIZING A CONTRACT WITH THE CITY OF PORTLAND FOR THE PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY INITIATIVE PROGRAM DURING FISCAL YEAR 2013-14


Adopted by the Portland Development Commission on June 12, 2013

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Commissioner 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"/>	Acting Chair 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.

	<p>Date:</p> <p>June 12, 2013</p>
<p>Gina Wiedrick, Recording Secretary</p>	