

**PORTLAND DEVELOPMENT COMMISSION**  
Portland, Oregon

**RESOLUTION NO. 6616**

**AUTHORIZING AN AGREEMENT WITH THE CITY OF  
PORTLAND'S BUREAU OF HOUSING AND COMMUNITY  
DEVELOPMENT TO PRODUCE HOUSING PROJECTS AND  
PROGRAMS FOR FY 2008-09 WITH FEDERAL AND CITY  
FUNDS**

**WHEREAS**, the City of Portland, through the Bureau of Housing and Community Development (BHCD), has available to it funds from the Federal Department of Housing and Urban Development (HUD) for use as authorized under the HUD regulations for Community Development Block Grants (CDBG) and the HOME Investment Partnership Program;

**WHEREAS**, BHCD also makes available additional federal and city funds for the purpose of developing affordable housing for low and moderate income households, including the Housing Opportunities for Persons with AIDS, and general funds;

**WHEREAS**, BHCD has previously contracted with PDC to provide various services related to the funding and monitoring of housing projects and activities, and PDC is capable and willing to continue performing these services;

**WHEREAS**, the City Council is expected to continue this long standing partnership by authorizing the attached Agreement between the City of Portland and PDC for approximately \$11,339,622; and

**WHEREAS**, these city and federal funds have been budgeted in the FY 2008-09 PDC budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director is hereby authorized to enter into an agreement with the City of Portland to produce housing projects and programs, implementing activities under the city and federal funds, including CDBG and HOME programs, for approximately \$11,339,622 in a form substantially similar to the agreement attached as Exhibit A;

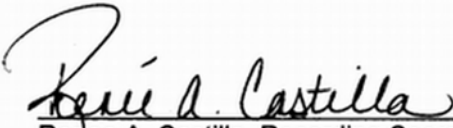
**BE IT FURTHER RESOLVED** this Agreement shall be in effect for the fiscal year period starting July 1, 2008, and ending June 30, 2009;

**BE IT FURTHER RESOLVED** any budget adjustments necessitated by this Agreement shall be processed as part of the budget amendment process;

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to amend the Agreement if necessary to give effect to any budget adjustments or if those amendments relate to procedural or administrative processes; and

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

**Adopted by the Portland Development Commission on August 13, 2008.**



Renee A. Castilla  
Renee A. Castilla, Recording Secretary

Subrecipient Contract  
Contract No. \_\_\_\_\_  
Housing Projects

This subrecipient contract is between the City of Portland, acting by and through its Bureau of Housing and Community Development (BHCD), hereafter called "City" and the Portland Development Commission (PDC) hereafter called "Subrecipient" for rental housing development.

1. Effective Date and Duration

This contract shall become effective on July 1, 2008. This contract shall terminate on June 30, 2009.

2. Contract Manager

Each party has designated a contract manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this subrecipient contract shall be directed to the appropriate individual identified below. The City contract manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Contract as provided herein, and to approve all changes except those that increase the total contract amount.

BHCD	Subrecipient
Contract Manager: Daniel Ledezma	Contract Manager: Tony Barnes
421 SW Sixth Ave., Suite 1100	222 NW Fifth Avenue
Portland, OR 97204	Portland, OR 97204
(503) 823-4136 (phone)	503-823-1692 (phone)
(503) 823-2387 (fax)	503-823-3368 (fax)
	barnest@pdc.us
	EEO: Exempt
	Business License No.: Exempt

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed \$11,339,622 (\$4,684,236 CDBG, \$4,338,500 in HOME, \$657,043 in HOPWA, \$1,178,611 in City General Fund, and \$481,232 in HIF). The compensation requirements are contained in Section V.

5. Reporting

The Reporting requirements are contained in Section IV. Final invoice and report for projects are due July 10, 2009, with a reconciling invoice for program delivery/indirect allocation due no later than August 15, 2009.

6. Funding

This subrecipient contract may be paid fully or in part with funding from the U.S. Housing and Urban Development Department (HUD) and the City of Portland. This contract includes \$1,308,757 to cover PDC’s administrative costs.

List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

<u>Document</u>	<u>Description</u>	<u>No. of Pages</u>
Exhibit A	Contract Budget	2
Exhibit B	Report Forms	5
Exhibit C	Sample Invoice	2
Exhibit D	Principles and Priorities	3
Exhibit E	Definitions	1
Exhibit F	BHCD & PDC Contacts Matrix	4

**I. SCOPE OF WORK**

**A. The Program**

1. The Program refers only to the City and federal funds solely administered by BHCD, unless otherwise specifically identified in the FY 2008-2009 contract. This contract does not govern the use of PDC’s tax increment financing.
2. The parties acknowledge that the form of this contract is similar to past contracts and could be substantially improved. The parties agree a structured work plan format with scheduled benchmarks may enhance cooperation and allow the parties to better address concerns and changes within the housing industry. The parties agree to work in good faith to create a contract structure that will increase cooperation and promote efficiencies.
3. The Program will provide financing for selected projects, through a public notice (e.g., a Request for Proposals or Notice of Funding Available) providing permanent supportive housing for low income residents and people with disabilities. Specific allocation will be provided in attached budget (EXHIBIT A) To ensure compliance with public notice provisions of the Consolidated Plan’s Citizen Participation Plan as well as maintain a transparent process, BHCD will provide PDC sufficient written notice of funds available, policy targets and preference criteria ahead of publication and customer meeting dates. Changes to projects and project allocations require an amended budget that is approved by BHCD and PDC contract managers and, when applicable, an amendment to this contract signed by the parties.
4. The City’s portion of funding for the acquisition, construction and/or rehabilitation costs (“Construction Costs”) of each housing project

financed under this Program (“Project”) will be paid from the Program and any other funds which may be made available. PDC staff and the City staff will meet monthly to discuss and consult on Program needs.

4. It is anticipated that the funding for the Project will be in the form of no or low interest loans (“Loans”) made to individual applicants (“Sponsors”) for each Project. In addition, funding may be through grants if such a product is approved by PDC.
5. The specific amount of the funding for each Project will be based on PDC’s analysis of the financial needs of the Sponsor. The final decision on allocation will be based on a joint decision between PDC, BHCD and other funding selection committee, if any.
6. Because the financial assistance to Sponsors will be in the form of grants or Loans, PDC and the City may not receive any repayment from the Sponsors.
7. In addition to the aforementioned items, the City and PDC mutually agree to coordinate on the following activities under the contract:
  - a. Permanent Supportive Housing Program Evaluation
  - b. Citywide Preservation Strategy and Central City No Net Loss
  - c. Resource Access Center (RAC)
  - d. Federal Base Realignment and Closure
  - e. Industry, portfolio reporting and program evaluation advisory group, including the Social Housing Evaluation Study (aka the Clegg study)
  - f. Resident Services Opportunity Network
  - g. HIF Program Income management
  - h. Streamlining Compliance Project
  - i. METRO Housing database
  - j. General administrative support

**B. PDC Obligations**

1. PDC will manage the financing of Projects. PDC will underwrite the proposal, configure each proposed Project, and perform other proposed Project planning activities, as more fully described herein.
2. PDC will comply with all Federal and City compliance obligations applicable to PDC and adopt City or PDC resolutions and will conduct the Program prudently and with sensitivity to the impact of the Funds.
3. PDC shall include in the Grant or Loan document a provision that will require the Project owner to maintain the Projects in good condition and repair at all times.

4. At the request of the City, PDC shall provide such information as shall be necessary to enable the City to fulfill its compliance obligations with respect to the Funds and evaluation of the Program.
5. PDC General Counsel shall be responsible for approving as to form all legal documents for Projects funded from this Program.
6. PDC may agree to undertake additional responsibilities as defined under subsequent agreement(s).

**C. PDC will provide the following services on behalf of the City as to each Grant or Loan made pursuant to this FY 2008-2009 Contract (the parties acknowledge that PDC is undergoing a reorganization and titles may change; PDC will provide BHCD updated info as required):**

1. **Underwriter/Finance Coordinators.** PDC staff will do the following:
  - a. Originate and underwrite the Grant or Loan request for each BHCD funded project consistently and according to PDC Program Guidelines, including modifications indicated in Exhibit B;
  - b. Analyze the financial needs of the Project and negotiate financing terms and conditions with the Sponsor and other financing partners, banks/private lenders, Oregon Housing and Community Services, Oregon Economic & Community Development Department,, and tax credit equity investors, as applicable;
  - c. Review appraisals, environmental reports and complete financial feasibility analysis of the Project and participate with management team to determine capacity of the owner and development team to successfully complete the Project; and
  - d. Structure and negotiate all financial terms and conditions of PDC financing, secure all necessary financing approvals from PDC Loan Committee, PDC Commission, City Planning Commission, and City Council and provide input for loan documentation and closing.

**2. Underwriting Modifications.** The Owners' Group has proposed underwriting guidelines designed to provide for successful residents, stable properties and portfolios as well as strong and competent owners. In response to these recommendations and for all projects solely funded by BHCD sources, PDC will implement the underwriting guideline modifications indicated in Exhibit B. These modifications are subject to the availability of and eligible use of federal funds. PDC will

provide ongoing evaluation and data comparing projects with the underwriting modifications and projects underwritten with traditional PDC guidelines.

**3. Loan Processor/Closer.** PDC staff will:

- a. Coordinate and monitor the Project application for financing;
- b. Review approved loan files, facilitates information collection to process loan closings;
- c. Ensure all due diligence conditions are met to fund;
- d. Coordinate information between external stakeholders, legal counsel, title companies and other professionals involved in the development and financing the Project;
- e. Draft complex legal closing documents for the Project, including, but not limited to, loan & grant agreements, UCC filings, trust deeds, reservation and commitment letters based on approved boilerplate documents; and
- f. Include in the legal documents a provision that requires the Project owner to operate the Project in a manner to comply with all orders of any governmental authorities having jurisdiction under any environmental laws and to use its best efforts to obtain, keep in effect and comply with all governmental permits and authorizations required by environmental laws with respect to the Projects or any operations at the Projects.

**4. Construction Coordinator.** PDC staff will:

- a. Be responsible for analysis and oversight of construction related issues on the Project, including communication with owner representative and other professionals such as engineers, project architect, and general contractor on construction related issues;
- b. Evaluate the capacity of proposed development teams and review of construction budgets, project designs, review for neighborhood compatibility and implementation of sustainable building practices and review of construction related contract documents to determine project feasibility and conformance with City and PDC policies.
- c. Monitor construction on behalf of PDC to assure projects meet schedule, budget, quality standards and funding requirements;
- d. Coordinates construction monitoring and funds management/disbursement with participating lenders to minimize duplication of construction monitoring on the Project;

- e. Cause a Phase I Environmental Assessment to be conducted on each proposed Project and shall add a provision to the legal documents that requires the Project owner to certify to the Commission that to the best of the Project owner's knowledge after due inquiry and except as may be specified to the contrary in the Environmental Assessment, there has been no release or spill of hazardous substances on or from such proposed Project; nor have any hazardous substances migrated onto such proposed Project; nor have any hazardous substances been used on such proposed Project in any manner which violates environmental laws. If the Phase I Environmental Assessment reveals any release or spill of Hazardous Substances on or from any proposed Project, or that Hazardous Substances migrated onto such proposed Project; or that Hazardous Substances have been used on such proposed Project in any manner which violates Environmental Laws, the City and the Commission will determine whether such proposed Project should be funded through the Program and the nature of any remedial action to be taken regarding the findings in the Phase I Environmental Assessment

#### **5. Compliance**

- a. PDC staff will ensure that funding under this Contract will be used to support projects that comply with all regulations governing the CDBG, HOPWA, LEAD, HOB and/or the HOME program (Including limited compliance for projects within the Consortium in Gresham);
- b. PDC staff implementation of CDBG and HOME programs must be informed and guided by the adopted *2005-2010 Consolidated Plan*. (Principles and priorities are detailed in Exhibit D.)
  - i. PDC staff will apply approved strategies that address disparities in local contracting and workforce to all PDC assisted projects funded under this contract including construction contracts, development agreements, construction loans, and land transactions. These strategies include City programs to the extent they are compatible with PDC projects. The City programs include but are not limited to Workforce Training and Hiring, Good Faith Effort, Equal Employment Opportunity, and Sheltered Market. The parties acknowledge that PDC and the City are reviewing these policies. Both parties will give effect to revised policies, as they may apply;
  - ii. The Workforce Training and Hiring Program will apply to direct-bid construction contracts of \$200,000 or greater and



all other construction related contracts resulting in construction valued at \$1,000,000 or more. Such other contracts include construction projects related to development agreements, construction loans, and land transactions. The Good Faith Effort Program will apply to direct construction contracts and development agreements for construction amounts of \$200,000 and above;

- iii. PDC will be responsible for monitoring Davis Bacon regulations developed under this Contract and any other appropriate compliance (including Oregon prevailing wage law);
- iv. PDC staff will provide assistance with outreach; monitor pre- and post-bid activities; facilitate the relationship between M/W/ESB subcontractors and general contractors; assist with disparity program compliance; prepare quarterly reports; provide overall assistance to contractors and project staff; and evaluate the effectiveness of the program.

**6. Asset Management.** PDC staff will:

- a. Enforce compliance, reporting and performance of terms tied to the financial assistance provided for the development or rehabilitation of the Project;
- b. Ensure that financial performance benefits the intended populations, public assets are retained in the community, long-term sustainability goals are achieved, and where applicable, that the City's investment is repaid as agreed to in a manner not inconsistent with any IRS requirements for tax-exempt bonds;
- c. Perform on-site visits, physical inspections and maintains a "watch list" that provides early warning of troubled projects. A "project" will be placed on PDC's (internal) Asset Management "WATCH LIST" for any of the following:
  - i. Project has requested consideration of debt restructure/modification. (submitted either letter and/or CAP Corrective Action Plan);
  - ii. Project has been through a "restructure" and is in a 2 year monitoring period (or appropriate period);
  - iii. Project's PDC debt has been deferred (thru the appropriate period);

- iv. Project has received a over all "POOR" rating on their annual BARR (Borrower's Annual Results Report);
  - v. Through the Asset Management monitoring process specific information that adversely or has a potential adverse impact to the financial stability of the project (loss of funding, sustained project damage etc.);
  - vi. Out of Compliance for reporting and or for required HOME inspection corrections.
- d. Provide analysis and information in cooperation with Loan Servicing and Finance sections by providing regular reporting on the financial status and physical condition of the affordable housing portfolio;
  - e. Work with BHCD and stakeholders to continue to review the functions and reporting of the Asset Management activities related to the effective use of data and information for portfolio management;
  - f. Participate in industry wide planning groups to develop best practices for growth and sustainability of the affordable housing portfolio;
  - g. Work with the citywide asset management group to develop the affordable housing section of the yearly City of Portland Asset Management Report;
  - h. Cooperate with Streamlining Compliance project team, including OHCS and other jurisdictions, to develop single reporting system and interagency agreements for shared compliance and project oversight;
  - i. Assist City staff to ensure that Asset Management functions support and monitor units under regulatory agreement and limited to those which are part of the PDC Housing Portfolio. This includes working to plan and implement policy guidelines.
  - j. Provide limited HOME program compliance and monitoring oversight to the City of Gresham on behalf of the HOME consortium.

**7. Loan Servicing:**

- a. PDC staff will service affordable housing loans.

- b. As appropriate, provide data on current project performance (e.g. average operating expenses for various types of projects) to the development community;

**8. Housing Policy and Planning.** PDC staff will:

- a. Participate in public outreach activities related to communication regarding the policy objectives of Social Housing and specific issues related to project siting; and
- b. Assist in the development of public participation/outreach strategies, as necessary.
- c. Provide financial analysis and budget planning to the City to maintain the affordable housing portfolio;

**D. Joint Housing, Policy and Planning Efforts**

**1. Social Housing Program Evaluation**

- a. BHCD, PDC, HAP, Multnomah County and the city of Gresham have jointly funded a Social Housing Program Evaluation and chosen facilitator Clegg and Assoc. (“Clegg Study”). The purpose of the Clegg Study is to evaluate existing Portland/Multnomah County Social Housing and Affordable Housing projects to determine the best practice model(s) for effective system delivery and long term management of Social Housing units. The Clegg Study’s recommendations will seek to coordinate with PDC internal evaluation. The timeline for the Clegg Study final recommendation(s) is late summer/early fall 2008.
- b. PDC staff will:
  - Participate in the process of the Clegg Study.
  - Participate in industry wide conversations with Clegg study partners regarding the state of the City of Portland Housing Market and potential internal restructuring of PDC.
  - Provide analyses of financial, management and legal challenges, barriers, and risks associated with Social Housing units based on current experience in underwriting and asset management, and assist in the identification of solutions to lessen risk to PDC and the City while continuing to achieve the policy objectives and outcomes.

- Coordinate the framing and delivery of the Clegg Study recommendations with study partners – BHCD, HAP, Multnomah County and the city of Gresham.

c. BHCD staff will:

- Participate in the process of the Clegg Study.
- Participate in industry wide conversations with Clegg Study partners regarding the state of the City of Portland Housing Market.
- Continue to manage the consultant staff and scope of work for the study.
- Coordinate the framing and delivery of the Clegg Study recommendations with study partners – PDC, HAP, Multnomah County and the city of Gresham
- Develop the budget for the delivery and/or implementation consultant if applicable.
- Manage the RFP and delivery and/or implementation consultant selection process if applicable.

**2. Citywide Preservation Strategy and Central City No Net Loss**

- a. The City has a number of key housing preservation policies in which a comprehensive strategy is needed to prioritize projects, development funding strategies, and identify clear agency roles and responsibilities. The policies include:
  - i. City Preservation Ordinance, which applies to all federally, state and locally subsidized rental housing;
  - ii. Central City No Net Loss (“No Net Loss”) which establishes a policy to retain the current number of low and moderate income housing units in the Central City through either preservation or replacement.
- b. The City has determined that the preservation priority for the coming fiscal year is the preservation of HUD Housing Assistance Payment contracts associated with the 12 expiring-use Section 8 properties located within the city of Portland. PDC will be responsible for determining TIF resources available for projects in

URAs. BHCD will be responsible for determining funding resources for projects not in URAs.

- c. As the agency that holds and services the loans for the affordable housing portfolio, the Commission has determined that a broad citywide preservation strategy that includes PDC-owned Section 8 housing (“PDC Section 8”), Section 8 housing with HUD Housing Assistance Payment contracts (“HUD Section 8”), expiring Low Income Housing Tax Credit projects (“LIHTC”) and locally subsidized properties (“City Funded Projects”), HAP owned public housing (“Public Housing”), and privately owned low income housing in the Central City (“CC Open Market Low Income”) is necessary to prioritize preservation funding requests, resource development and other related activities.
- d. PDC staff will:
  - i. Jointly develop with BHCD a Citywide Preservation work plan, to include:
    - Selection criteria for project prioritization
    - How and when Social Housing requirements and funding are incorporated into the preservation strategy
    - A 5-10 year financial forecast scenario to estimate the amount of public subsidies required for preservation
    - Agency roles and responsibilities
    - Resource development strategy
  - ii. Provide a list of all LIHTC, PDC Section 8, HUD Section 8, City Funded Projects, Public Housing and CC Open Market Low Income affordable housing projects per Metro inventory work;
  - iii. Provide risk criteria for establishing initial project prioritization based on work completed by the Commission for the West Side Urban Renewal Area Study, the City Housing as Infrastructure report, and Commission staff knowledge from the underwriting and servicing of project loans;
  - iv. Assist BHCD with project specific financial modeling on the 12 projects identified above using financial data that is consistent with HUD policies and procedures on Section 8 renewals in order to identify potential local gap.

- v. Develop a funding strategy for projects located within urban renewals areas with funding available;
  - vii. Maintain a 5-10 year financial forecast scenario to estimate the amount of public subsidies required for preservation and factor that into annual funding allocations for local, federal, and TIF dollars for affordable housing;
  - viii Underwrite preservation projects as described in Section 3(F)(1);
  - ix. Report annually on progress toward Central City No Net Loss goals, including units preserved and replaced and funding.
- e. BHCD staff will:
- i. Jointly develop with PDC a Citywide Preservation work plan
    - Selection criteria for project prioritization
    - How and when Social Housing requirements and funding are incorporated into the preservation strategy
    - A 5-10 year financial forecast scenario to estimate the amount of public subsidies required for preservation
    - Agency roles and responsibilities
    - Resource development strategy
  - ii. Develop comprehensive funding strategy for projects citywide and in expiring urban renewal areas where all tax increment resources are already committed to City prioritized projects.
  - iii. Serve as lead negotiator with HUD on issues related to Section 8 preservation, including Mod-Rehab contracts.
  - iv. Serve as lead negotiator with Oregon Housing and Community Services on issues related to the use of State funding and programs, such as Oregon Affordable Housing Tax Credits and bond financing.
  - v. Provide financial resources necessary for Social Housing, when Social Housing is identified as a project requirement.

- vi. Responsible for all monitoring and tracking requirements established in the City Preservation Ordinance.

### **3. Project Planning and Implementation**

- a. Resource Access Center (RAC) / Transition Projects Relocation

- i. The Contract outlines the specific manner in which PDC will support the development initiatives, to create and deliver a clear and feasible service program to support the RAC. Commission staff will:

- Provide additional technical assistance and undertake due diligence activities, including partnering with the Housing Authority of Portland, City and community team to identify Access Center housing and service physical program and housing affordability; make available financial and staff resources to support these due diligence activities; perform financial and feasibility analyses; perform and lead all other duties as outlined in section 1 (c) of this contract.
- May undertake additional responsibilities as defined under subsequent agreement(s) between the City & PDC.

- b. Federal Base Realignment and Closure (BRAC)

- i. Provide staffing and project management in the capacity of Local Redevelopment Authority for the federal Base Realignment and Closure process for the two identified properties in Portland.

- ii. PDC staff will:

- Act as lead organization and project manager for BRAC reuse planning process.
- Manage contracting and oversight of outside consultants related to the reuse planning process.
- Manage communications with Department of Defense, Office of Economic Adjustment (OEA), and City of Portland staff.
- Complete and submit BRAC funding grant application to OEA and will manage grant monies.
- Provide staff time and technical assistance related to creation of BRAC reuse plan and potential disposition of properties.
- Participate in the creation and administration of the project's public participation plan.
- Ensure compatibility of reuse plan with the City's

10 Year Plan to End Homelessness.

- Collect and assist in the evaluation of proposals received from homeless assistance providers through the formal Notice of Interest (NOI) solicitation.

iii. City staff will:

- Manage all project activities related to the creation of the required homeless assistance submission.
- Collect and evaluate proposals received from homeless assistance providers through the formal Notice of Interest (NOI) solicitation.
- Ensure compatibility of reuse plan with City's 10-Year Plan to End Homelessness.
- Coordinate and communicate with City's 10-Year Plan to End Homelessness Steering Committee in regards to evaluations of formal NOI submissions.
- Provide staff time and technical assistance related to creation of BRAC reuse plan and potential disposition of properties.
- Participate in the creation and administration of the project's public participation plan.

c. Affordable Housing Industry Reporting and Program Evaluation

- i. Reestablish a program evaluation advisory group, building on past program guidelines committee concept.
- ii. Work with BHCD, County, HAP and Housing stakeholders to identify an advisory group charge and scope.
- iii. PDC will work with BHCD to develop timeline process for establishing a program evaluation advisory group.
- iv. Provide annual housing production and spending reports to the Housing and Community Development Commission, or designated group. The reports will include: Annual Housing Production Report and Annual Tax Increment Financing for Affordable Housing Report.
- v. BHCD and PDC will jointly identify and/or develop specific Industry Portfolio Reports that PDC will be responsible for generating annually based on information that is currently available from the Electronic Tenant Surveys and Electronic Operating Statements submitted annually by borrowers.



- d. State Historic Preservation Office (SHPO):
  - i. PDC staff will perform SHPO reviews.

## **II. JOINT OPERATING PRINCIPLES**

- A. Under this contract, PDC serves as a primary implementing entity for housing activities, including performing due diligence, underwriting, and property acquisition, legal documentation, loan servicing, and asset management on behalf of the City.
- B. BHCD serves as the City’s lead housing agency and advises Council on policy direction, assists Council in establishing funding priorities, and administers both federal and local housing and community development funds.
- C. PDC serves as the City’s urban renewal agency focused on revitalization and the elimination of blight and implements the City’s housing preservation, development and homeowner programs.
- D. To ensure accurate and timely communication between PDC and BHCD, the following communications protocol will be followed:
  - 1. Communications regarding the scope of work described in this contract will occur between the staff designated by BHCD Housing Program Manager and the PDC Housing Development Finance Manager or as appropriate between the BHCD Director and PDC Housing Director (or the equivalent, pending any PDC reorganization). Staffing has been identified in the “BHCD/PDC Contacts Matrix” (Exhibit F).
  - 2. Communications regarding the development of new policy or program guidelines will occur between the staff designated by BHCD Housing Program Manager and the PDC Housing Development Finance Manager or as appropriate between the BHCD Director and PDC Housing Director.
  - 3. Requests for additional information not specified in this contract will be made by the designated BHCD Housing Program Manager and the PDC Housing Development Finance Manager or as appropriate between the BHCD Director and PDC Housing Director.
  - 4. All other project or program specific communications may occur at a staff level subject to joint BHCD management and PDC Housing management agreement on roles and responsibilities anticipated to be developed in joint agency management and planning exercise.
  - 5. The BHCD Director and PDC Housing Director will periodically review project and Program roles and responsibilities designated under the

Contract to ensure concurrence.

6. The BHCD Director and the PDC Housing Director will identify and designate the specific Managers to fill the aforementioned primary communications roles.

**III. PERFORMANCE MEASURES**

This chart represents the parties' goals for the Program at the time the contract is executed. Outputs are dependent on available funding.

Work Area	Outcomes	2008-2009 Outputs	2008-2009 Activities
Rental Housing Development	Manage the effective use of federal and city of Portland funds that maximizes the ability to meet citywide affordable housing goals, excluding TIF resources.	<ul style="list-style-type: none"> <li>• Investment in maximum number of new units that serve identified populations, based on mutual agreement between BHCD &amp; PDC.</li> <li>• Provide technical assistance to project sponsors</li> </ul>	<ul style="list-style-type: none"> <li>• Publish 2008/2009 RFP</li> <li>• Hold RFP customer meeting subject to adequate public notice</li> <li>• Distribute reservation of funding letters. To ensure compliance with public notice provisions and to maintain a transparent RFP process, BHCD will provide PDC a minimum of 90-day written notice of funds available, policy targets and RFP preference criteria ahead of RFP publication and customer meeting dates.</li> <li>• Provide pipeline reports</li> </ul>
Permanent Supportive Housing (PSH)	With other community partners, assist in Meeting the goals of Permanent Supportive Housing development outlined in the 10 Year Plan to End Homelessness.	<ul style="list-style-type: none"> <li>• Develop and support 35 PSH units for homeless, high resource using families and 85 PSH units for chronically homeless individuals during fiscal year 2007-08</li> <li>• Processes and protocols are implemented with BHCD PSH Program Coordinator's input and involvement.</li> <li>• Support and track existing PSH pipeline through the annual report</li> <li>• Produce special Analysis that identifies areas of risk and opportunities for growth in the subset of the PSH portfolio.</li> </ul>	<ul style="list-style-type: none"> <li>• Review Regulatory Agreements for PSH regulatory language.</li> <li>• Develop process and protocols to include BHCD PSH Program Coordinator in owner/developer negotiations for PSH units.</li> <li>• Develop process and protocols for BHCD PSH Program Coordinator review of Partnered Service Provider Agreement.</li> <li>• Develop process and protocol if owner/operator wants to invoke the PSH escape clause outlined in the Regulatory Agreement.</li> <li>• Provide HDF audit data reports for PSH units to BHCD PSH Program Coordinator quarterly. Provide Housing Development Finance (HDF) audit data</li> </ul>

			<p>reports for PSH units to BHCD PSH Program Coordinator quarterly.</p> <ul style="list-style-type: none"> <li>• Provide communications and information as needed to BHCD PSH Program Coordinator.</li> </ul>
Asset Management	<p>Protection of the existing affordable housing and PSH portfolio managed by PDC.</p> <p>Enforce compliance, reporting and performance</p> <p>Perform on-site visit, physical inspections and maintain a watch list</p>	<ul style="list-style-type: none"> <li>• Produce status reports (on the affordable housing portfolio. Produce special Analysis that identifies Affordable Housing portfolio defined risk areas and best practices</li> <li>• Portfolio is in compliance with applicable federal regulations</li> <li>• Integration of PSH asset management guidelines and goals into Asset Management systems.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop process and protocol to integrate PSPA annual review into annual asset management reporting.</li> <li>• Provide copies of ETS and EOS and other materials as requested for projects with PSH units to the BHCD PSH Program Coordinator.</li> </ul>
Compliance	<p>Effective management of federal and city funds in accordance with all applicable regulations.</p>	<ul style="list-style-type: none"> <li>• All applicable regulations are met in projects with CDBG, HOME, HOPWA, HOB, and lead funding.</li> <li>• Adequate systems to track and flag compliance issues are in place.</li> <li>• Reduced Administrative burden for project sponsors by reducing overlap of reporting.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide front end and back end review of projects with CDBG, HOME, HOPWA, HOB, Lead funding to ensure compliance with all applicable regulations.</li> <li>• Develop streamlined processes for data collection from project sponsors.</li> <li>• Train all applicable staff about compliance requirements.</li> </ul>

**IV. REPORTING**

- A. The subrecipient shall furnish quarterly reports detailing progress made to date on program outputs and outcomes, the financial and unit production for the Program. Reports are due no later than October 15, 2008, January 15, 2009, April 15, 2009 and July 15, 2009. Disbursement of funds will be delayed if reports are not turned in by these dates without adequate written notice of delay and approval of the contract manager.
- B. In addition to providing information contained in Exhibit B, the subrecipient shall identify year to date spending for each program area. All reporting shall be coordinated through the subrecipient Housing department with the exception of the finance reporting which will be coordinated through the Finance Department.

- C. The purpose of these reports is to accurately track performance for the City, to track compliance with all federal regulations of the CDBG and HOME programs, and to provide information required by HUD's IDIS system.
- D. All project set-ups and draw-downs will be processed by the City through the HUD IDIS systems. The Subrecipient will generally be responsible for preparing necessary forms for the IDIS systems for project set-up, project draw-down, and project completions. The City will process these forms and will work with the Subrecipient to make available standardized blank forms for these purposes and to establish time frames for their submission to the City. The City will provide the Subrecipient with written verification that information provided by the Subrecipient has been accurately input into the IDIS system. If the City finds that any transaction can not be processed, the City will return the documents to the Subrecipient for correction.
- E. BHCD will provide PDC with monthly reports of all IDIS balances; PDC will reconcile the IDIS reports to project balances in PDC's financial systems. If discrepancies exist, PDC and BHCD will work immediately to determine the source of the discrepancy and the required corrective action.
- F. BHCD will provide PDC with quarterly reports on Risk Mitigation Pool activity including information on specific projects accessing the fund.
- E. All funds received by the Subrecipient must be disbursed within 15 days of receipt.
- F. All repayment income generated from HOME funded activities will be returned by the Subrecipient to the Local HOME Account maintained by the City. Repayment income will be re-programmed for eligible activities under the HOME Program as determined by the City.
- G. HOME program income shall be reported and accounted for on a monthly basis.
- H. CDBG program income may be retained to be used only for CDBG-eligible activities included in this contract. All CDBG program income shall be reported during the quarter and shall be traced and reported on the quarterly billings submitted to BHCD. The program income reported will be subtracted from the actual expenditures for the net draw on federal funds.
- I. An indirect rate may be used to determine funding allocations to Loan Servicing and Asset Management activities. As required by HUD, BHCD must approve the cost allocation plan that determined the indirect rate. Additionally, PDC shall seek input from BHCD when the allocation plan is reviewed and/or changed.

- J. Report to BHCD when Grant or Loan structures do not conform to adopted financial assistance guidelines.

**V. COMPENSATION AND METHOD OF PAYMENT**

- A. The subrecipient will be provided \$4,684,236 in CDBG funding.
- B. The subrecipient will be provided \$4,338,500 in HOME funding.
- C. The subrecipient will be provided \$657,053 in HOPWA funding.
- D. The subrecipient will be provided \$1,178,611 in City General Fund.
- E. The subrecipient will be provided \$481,232 in HIF (Housing Investment Funds)
- F. Payments to the subrecipient for eligible expenses will be made upon submission of an itemized statement of actual or anticipated expenditures (EXHIBIT C). Both parties prior to approving an expenditure under new budget categories, projects or amounts, must approve changes to the approved budget in writing.
- G. It is agreed to that the total compensation under this contract shall not exceed \$11,339,622.
- H. It is agreed that PDC will receive full cost recovery and reimbursement for expenses incurred in connection with this contract and any amendments.
- H. Billings shall be submitted to BHCD monthly and will include expenses accrued in each calendar month. BHCD will review, modify if necessary, approve, and then forward them to the Grants Compliance Division in the Office of Management and Finance (OMF) for payment. Periodic requests between monthly draws may be made on an interim basis as approved by both PDC and BHCD. BHCD shall make payment to PDC within two weeks of receiving a billing. If for some reason payment can not be made due to errors or omissions then BHCD will request from PDC a corrected billing within the two-week period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.

**VI. GENERAL CONTRACT PROVISIONS**

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Subrecipient of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or

unfinished documents, data, studies, and reports prepared by the Subrecipient under this Contract shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the City from the Subrecipient is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Subrecipient may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Subrecipient, then the City may complete the work either itself or by agreement with another subrecipient, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then the Subrecipient shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Subrecipient shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Subrecipient's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Subrecipient an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Subrecipient may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$100,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$100,000 may be approved by the Bureau Director.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
1. The Subrecipient will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
  2. The Subrecipient will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
  3. The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  4. The Subrecipient will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
  5. Subrecipient will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, the Subrecipient will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351, if the funds will be used for housing containing 5 or more assisted units.
- F. **SECTION 3:** The Subrecipient will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers,



and records of the Subrecipient which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for five years after the City makes final payments and all other pending matters are closed.

- H. MAINTENANCE OF RECORDS. The Subrecipient shall maintain fiscal records on a current basis to support its billings to the City. The Subrecipient shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for five years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Subrecipient regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the five year period established by Section H above.

If an audit discloses that payments to the Subrecipient were in excess of the amount to which the Subrecipient was entitled, then the Subrecipient shall repay the amount of the excess to the City.

- J. INDEMNIFICATION. The Subrecipient 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 the Subrecipient's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE.
1. The Subrecipient shall maintain public liability and property damage insurance that protects the Subrecipient 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 the Subrecipient's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. 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, but 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. 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 contract, the Subrecipient shall provide a new policy with the same terms. The Subrecipient agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Subrecipient.

2. The Subrecipient shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). 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 Contract by the City.

In lieu of filing the certificate of insurance required herein, the Subrecipient shall furnish a declaration that the Subrecipient is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

1. The Subrecipient, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

2. In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Contract, the Subrecipient agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Subrecipient agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

3. If the Subrecipient believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Subrecipient agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualifications as an Independent Subrecipient prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Contract.

In the event of breach pursuant to this subsection, the City may terminate the Contract immediately and the notice requirement contained in Section (A) TERMINATION FOR CAUSE, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The Subrecipient shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Subrecipient shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Subrecipient as specified in this contract. Notwithstanding City approval of a subcontractor, the Subrecipient shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Subrecipient hereunder. The Subrecipient agrees that if sub-contractors are employed in the performance of this contract, the Subrecipient and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Subrecipient shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, the Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.

- N. **INDEPENDENT SUBRECIPIENT STATUS.** The Subrecipient is engaged as an independent subrecipient and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Subrecipient and its subcontractors 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, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** Per 24 CFR 92.356 and/or 24 CFR 570.611, no City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No board of directors member or employee of the Subrecipient, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. No City officer or employee who participated in the award of this contract shall be employed by the Subrecipient during the period of this contract.

The Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the agency, as it relates to the performance of employees engaged in the award and administration of contracts.

- P. **CONTRACT ADMINISTRATION.** The Subrecipient shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110.
- Q. **OREGON LAWS AND FORUM.** This contract shall be construed according to the laws of the State of Oregon.

Any litigation between the City and the Subrecipient arising under this contract or out of work performed under this contract 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.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Subrecipient shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Subrecipient shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612. For McKinney-Vento Supportive Housing Program funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, Subrecipient shall carry out its activities in compliance with 24 CFR 576.

In the event that the Subrecipient provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- T. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing and Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

- U. RELOCATION, ACQUISITION AND DISPLACEMENT. The Subrecipient agrees to comply with 24 CFR 92.353 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- V. PROGRAM ACCESS BY THE DISABLED. The Subrecipient shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- W. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. INTEGRATION. This Contract contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.
- Y. FLOOD DISASTER PROTECTION. The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- Z. LEAD-BASED PAINT. The Subrecipient agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD lead-Based Paint Regulations at 24 CFR 92.355, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 451-4856, and 24 CFR Part 35, and in particular Sub-Parts A, B, J, K, M and R thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- AA. LABOR STANDARDS. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$100,000.

- BB. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- CC. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing and Community Development.
- DD. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- EE. CHURCH-STATE. The Subrecipient agrees to comply with the applicable provisions of 24 CFR 92.257 regarding the use of federal funds by religious organizations.
- FF. LOCATION POLICY AND SITING. All housing developed under this Contract is required to comply with the City's Location Policy, which is designed to maximize housing choice for low-income households and discourage the concentration of low-or no-income households in any one area of the City. At the initiation of eligible housing projects, the Subrecipient agrees to contact the City's Siting Coordinator at the Bureau of Housing and Community Development to determine Location Policy compliance requirements for each specific project.
- The Subrecipient will consult with the Siting Coordinator regarding resources available to assist with the development of Good Neighbor Policies, facilitate dispute resolution, and other siting issues as appropriate.
- GG. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient expending \$500,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated City Project Manager within 30 days of its completion.
- HH. DRUG-FREE WORKPLACE. The Subrecipient will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- II. CONSULTANT SERVICES. No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provision of any applicable statute. Such services shall be evidenced by written agreements between parties which detail the responsibilities, standards and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule (24 CFR 92.358).
- JJ. DISBURSEMENT OF FUNDS. The Subrecipient may not request disbursement of HOME funds under this contract until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before Subrecipient requests funds from the CITY.
- KK. REVERSION OF ASSETS. Upon expiration of the contract, the Subrecipient must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds [92.504(2)(vii)].

- LL. ENVIRONMENTAL REVIEW. Subrecipient must comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58]. No funds may be committed and no work may be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- MM. CONTRACT ADMINISTRATION. If Subrecipient is a public agency, must also comply with the provisions of OMB Circulars A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- NN. DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. Federal funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension or placement of ineligibility status [24 CFR Part 24]. Contractors and subrecipients are responsible for checking the Federal publications that list debarred, suspended and ineligible contractors to assure compliance.
- OO. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. Contractors and subrecipients must comply with the requirements of Executive Orders 1162, 12432 and 12138 and 24 CFR 85.36(e), which require that contractors and subrecipients take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps would include: (i) placing qualified small and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.



**VII. PERIOD OF AGREEMENT AND CONTRACT**

The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract.

**PORTLAND DEVELOPMENT  
COMMISSION**

**CITY OF PORTLAND**

\_\_\_\_\_  
Bruce Warner, Director                      Date

\_\_\_\_\_  
Nick Fish                      Date  
Commissioner-in-Charge

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
PDC Legal

\_\_\_\_\_  
Linda Meng                      Date  
City Attorney

\_\_\_\_\_  
Gary Blackmer                      Date  
City Auditor

**EXHIBIT A**

**PDC 2008-09 Contract Budget**

<b>HOME</b>	<b>Base</b>	<b>CHDO Set Aside</b>	<b>Mult Co.</b>	<b>Unobligated CO</b>	<b>Obligated CO</b>	<b>Total</b>
Rental Housing	\$428,283	\$516,354	\$125,806	\$0	\$3,268,057	\$4,338,500
	\$0					
<b>CDBG</b>	<b>Base</b>			<b>Unobligated CO</b>	<b>Obligated</b>	<b>Total</b>
Rental Housing	\$1,857,098			\$510,568	\$1,007,813	\$3,375,479
Program Delivery	\$0					\$0
SHPO/Rehab Admin	\$30,000					\$30,000
Rental Program Delivery	\$740,597					\$740,597
Loan Servicing	\$432,614					\$432,614
Asset Management	\$95,546					\$95,546
EDI 108 Admin/EcDev	\$10,000					\$10,000
<b>Total CDBG</b>	<b>\$3,165,855</b>	<b>\$0</b>	<b>\$0</b>	<b>\$510,568</b>	<b>\$1,007,813</b>	<b>\$4,684,236</b>
<b>HOPWA</b>	<b>Base</b>			<b>Unobligated CO</b>	<b>Obligated</b>	<b>Total</b>
Rosewood	\$257,043			\$0	\$400,000	\$657,043
<b>HIF</b>	<b>Base</b>			<b>Unobligated CO</b>	<b>Obligated</b>	<b>Total</b>
Eastgate	\$0			\$0	\$481,232	\$481,232
	\$0					
<b>GF</b>	<b>Base</b>			<b>Unobligated CO</b>	<b>Obligated</b>	<b>Total</b>
333 Oak	\$0			\$0	\$1,178,611	\$1,178,611
<b>Total</b>	<b>\$3,851,181</b>	<b>\$516,354</b>	<b>\$125,806</b>	<b>\$510,568</b>	<b>\$6,335,713</b>	<b>\$11,339,622</b>

**Administration Summary**

<b><i>HOMEOWNER REHAB</i></b>		
Rehab Program Delivery (SHPO)	\$30,000	
<b>Total Home Rehab</b>		<b>\$30,000</b>
<b><i>RENTAL PROGRAM DELIVERY</i></b>		
<b>Personnel Services</b>		
Rental Development	\$573,009	
Rental Program Compliance	76,925	
Rental Policy and Planning	90,663	
<b>Total Rental Program Development</b>		<b>\$740,597</b>
<b><i>LOAN SERVICING &amp; ASSET MANAGEMENT</i></b>		
Loan Servicing	\$432,614	
Asset Management	\$95,546	
<b>Total Loan Servicing &amp; Asset Management</b>		<b>\$528,160</b>
<b><i>ECONOMIC DEVELOPMENT</i></b>		
EDI 108 Administration	\$10,000	
<b>Total Economic Development</b>		<b>\$10,000</b>
<b><i>TOTAL PROGRAM DEVELOPMENT</i></b>		<b>\$1,308,757</b>

**EXHIBIT B  
UNDERWRITING GUIDELINES**

**I. Developer Fees**

Increase PDC's maximum allowable developer fees to match 2007-2008 Oregon Housing and Community Services percentages:

<b>Low degree of complexity</b>	<b>Mid-range complexity</b>	<b>High degree of complexity</b>
Minimal layers of funding	Average layers of funding	Special needs population
Project size over 50 units	Project size 35-50 units	Multiple layers of funding
Excellent site	<b>Normally</b>	Project size 1-35 units
Repetitive project plan	<b>9-12 % Developer Fee</b>	<b>Normally</b>
<b>Normally</b>		<b>13-15% Developer Fee</b>
<b>5-8% Developer Fee</b>		

**2. Operating Expenses**

- a. Asset Management fees of \$200-\$300 PUPY funded above the line and escalating at 3% annually
- b. Resident Service fees of \$300-\$600 PUPY funded above the line and escalating at 3% annually
- c. Allow Enhanced Property Management to address needs of projects serving specific hard to house populations (eg. Security, 24 hour staffing, added maintenance or turnover costs)

**3. Minimum Net Cash Flow, or “Cushion”**

- a. Underwrite all projects such that net cash flow equals a minimum of 8% of operating expenses in Year 15 to allow cushion against variances in revenues and expenses.
- b. Net cash flow minimums at underwriting should meet the current program guidelines of \$600 PUPY.
- c. For projects that cannot achieve this with no debt, capitalize or build operating reserves to assure funds to break even until Year 20.

**4. Cash Flow Splits**

- a. Eliminate Cash Flow Splits for all projects where the majority of the units are below 50% MFI.
- b. For projects where cash flow split requirements are eliminated, require project operating reserve contributions when cash flow rises above \$600 PUPY threshold, accelerating annually at 3%.

**EXHIBIT C**

**REPORT FORMS**

**I. Narrative**

Work Area	Outcomes	2008-2009 Outputs	Progress to Date	2008-2009 Activities	Progress to Date
Rental Housing Development	Manage the effective use of federal and city of Portland funds that maximizes the ability to meet citywide affordable housing goals, excluding TIF resources.	<ul style="list-style-type: none"> <li>• Investment in maximum number of new units that serve identified populations, based on mutual agreement between BHCD &amp; PDC.</li> <li>• Provide technical assistance to project sponsors</li> </ul>		<ul style="list-style-type: none"> <li>• Publish Spring 2008 RFP</li> <li>• Hold RFP customer meeting</li> <li>• Form technical assistance teams during the open NOFA period and meet regularly.</li> <li>• Distribute reservation of funding letters</li> <li>• Provide pipeline reports</li> </ul>	
Permanent Supportive Housing (PSH)	With other community partners, assist in Meeting the goals of Permanent Supportive Housing development outlined in the 10 Year Plan to End Homelessness.	<ul style="list-style-type: none"> <li>• Develop and support 35 PSH units for homeless, high resource using families and 85 PSH units for chronically homeless individuals during fiscal year 2007-08</li> <li>• Processes and protocols are implemented with BHCD PSH Program Coordinator's input and involvement.</li> <li>• Support and track existing PSH pipeline through the annual report</li> <li>• Produce special Analysis that identifies areas of risk and opportunities for growth in the subset of the PSH portfolio.</li> </ul>		<ul style="list-style-type: none"> <li>• Review Regulatory Agreements for PSH regulatory language.</li> <li>• Develop process and protocols to include BHCD PSH Program Coordinator in owner/developer negotiations for PSH units.</li> <li>• Develop process and protocols for BHCD PSH Program Coordinator review of Partnered Service Provider Agreement.</li> <li>• Develop process and protocol if owner/operator wants to invoke the PSH escape clause outlined in the Regulatory Agreement.</li> <li>• Provide HDF audit data reports for PSH units to BHCD PSH Program Coordinator quarterly. Provide Housing Development Finance (HDF) audit data reports</li> </ul>	

				for PSH units to BHCD PSH Program Coordinator quarterly. <ul style="list-style-type: none"> <li>• Provide communications and information as needed to BHCD PSH Program Coordinator.</li> </ul>	
Asset Management	Protection of the existing affordable housing and PSH portfolio managed by PDC.  Enforce compliance, reporting and performance  Perform on-site visit, physical inspections and maintain a watch list	<ul style="list-style-type: none"> <li>• Produce status reports (on the affordable housing portfolio. Produce special Analysis that identifies Affordable Housing portfolio defined risk areas and best practices</li> <li>• Portfolio is in compliance with applicable federal regulations</li> <li>• Integration of PSH asset management guidelines and goals into Asset Management systems.</li> </ul>		<ul style="list-style-type: none"> <li>• Provide copies of ETS and EOS and other materials as requested for projects with PSH units to the BHCD PSH Program Coordinator.</li> </ul>	
Compliance	Effective management of federal and city funds in accordance with all applicable regulations.	<ul style="list-style-type: none"> <li>• All applicable regulations are met in projects with CDBG, HOME, HOPWA, HOB, and lead funding.</li> <li>• Adequate systems to track and flag compliance issues are in place.</li> <li>• Reduced Administrative burden for project sponsors by reducing overlap of reporting.</li> </ul>		<ul style="list-style-type: none"> <li>• Provide front end and back end review of projects with CDBG, HOME, HOPWA, HOB, Lead funding to ensure compliance with all applicable regulations.</li> <li>• Develop streamlined processes for data collection from project sponsors.</li> <li>• Train all applicable staff about compliance requirements.</li> </ul>	









**EXHIBIT D**

**Sample Invoice (on PDC Letterhead)  
 Portland Development Commission  
 Payment Invoice**

**Contract #:** \_\_\_\_\_ **Invoice Period:** \_\_\_\_\_ **Invoice #:** \_\_\_\_\_

Organization: Portland Development Commission	Total Grant Award: \$12,938,142
Mailing Address: 222 NW Fifth Avenue Portland, OR 97204	Funding Award(s)/Amount: CDBG: \$3,605,663 HOME: \$6,806,952 HOPWA: \$279,557 GF: \$1,200,000 HIF: \$1,045,970
Contact Name/Title: Tony Barnes	
Phone/Fax: 503-823-1692	Grant Period: July 1, 2007 – June 30, 2008

**CDBG**

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Homeowner Rehab	\$20,000			
Rental Development (New)	789,485			
Rental Development (Unobligated Carryover)	588,939			
Rental Development (Obligated Carryover)	790,490			
Rental Housing Program Delivery	753,347			
Loan Servicing / Asset Management	653,402			
EDI 108 Admin	10,000			
<b>Total CDBG</b>	<b>\$3,605,663</b>			

**HOME**

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (New)	\$3,162,528			

Rental Development (Unobligated Carryover)	228,857			
Rental Development (Obligated Carryover)	3,415,567			
<b>Total HOME</b>	<b>\$6,806,952</b>			

**HOPWA**

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (New)	\$279,557			
<b>Total HOPWA</b>	<b>\$279,557</b>			

**GF**

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (New)	\$1,200,000			
<b>Total GF</b>	<b>\$1,200,000</b>			

**HIF**

Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
Rental Development (Obligated Carryover)	\$1,045,970			
<b>Total HIF</b>	<b>\$1,045,970</b>			

Total Amount Requested: \_\_\_\_\_

Total Balance: \_\_\_\_\_

Certification: I certify to the best of my knowledge and belief that the invoice is correct and complete and that all the expenses are for the purpose set forth in the award document, and I understand that a portion or all of this request will be funded with federal money and that these expenses are subject to future audit.

Typed or Printed Name and Title: _____	Phone: _____
-	
Signature of Authorized Certifying Official: _____	Date Submitted: _____
_____	

<b>FOR OFFICE USE ONLY</b>	
I have received this information and have forwarded the invoice for processing	
_____	_____
Contract Manager	Date Sent to Accounting

## **EXHIBIT E**

### **Program Principles and Priorities**

CDBG funds are made available to the subrecipient to assist in the elimination of neighborhood slum and blight, to increase the supply of safe and affordable housing for qualified individuals, and to help low and moderate income individuals become more economically self-sufficient.

HOME funds are made available to the Subrecipient to increase the supply of safe, decent, sanitary and affordable housing.

The Subrecipient's implementation of the CDBG and HOME programs must be guided by the adopted 2005-2006 consolidated Plan. Key principles of the 2006-07 Action Plan include:

#### **Principle I**

All resources should be invested to promote long-term systems change. Investments should favor integrated systems that give eligible low-income households access to an array of tools to create sustainable improvements in their housing, economic condition, and general well-being. Evidence-based practices are preferred.

#### **Principle II**

Services must be made available fairly to eligible low-income people, including those who have experienced barriers to accessing services due to race, color, religion, gender, ethnicity, culture, or sexual orientation.

- a. All programs should employ culturally competent service delivery models that provide reasonable access to all eligible low-income people. Programs should use culturally specific service providers when necessary to reach members of racial and/or ethnic communities who would not otherwise be well-served.

#### **Principle III**

Programs should strike a balance between addressing immediate needs and preparing to meet future needs. Jurisdictions are encouraged to fund programs that are flexible and can respond to changes in market conditions. Jurisdictions should strive for continuous program improvement by incorporating new research and best practices.

#### **Principle IV**

- a. Housing programs should focus on housing those with the greatest needs in decent, stable housing. The category of people with the greatest needs includes individuals and families who belong to one or more of these groups:
- b. individuals and families who are homeless;

- c. people who have special needs (severe mental illness, serious physical disabilities, developmental disabilities<sup>1</sup>, addiction disorders, or more than one of these disabilities);
- d. people who are experiencing domestic violence;
- e. people who are living in substandard housing that violates safety codes;
- f. low-income households paying more than 50 percent of their income for housing;
- g. people who have historically had limited access to housing opportunities, including members of racial/ethnic/cultural minorities, refugees, immigrants, and farm workers;
- h. people who are particularly vulnerable to housing loss, placing them at great risk of homelessness, including households with incomes under 30% of the area Median Family Income, single parents, youth leaving foster care, and the elderly;
- i. people who face barriers to housing due to poor rental history, poor credit history, and/or criminal history;

### **Principle V**

Both public and private resources are required to meet the community's housing needs.

- a. Public resources should be directed to housing for those with the greatest need.
- b. Public moneys may also be used to stimulate private investment and fill affordability gaps.
- c. Participation of the philanthropic sector in public-private partnerships should be encouraged.
- d. Market-driven private financing should be the primary source for meeting moderate- and middle-income housing needs.

### **Principle VI**

There should be a direct relationship between the amount of public investment and the number of units affordable for a minimum of sixty (60) years.

- a. Maximizing the number of unit years of affordability is an important use of public investment.
- b. As a condition of receiving public investment, designated affordable units should remain affordable for a minimum of 60 years.
- c. The number of rental units designated to remain affordable should be balanced with the subsidy to the project, so that programs are marketable to private for-profit and nonprofit developers.
- d. Preference should go to programs that increase or preserve the affordable housing inventory, and programs that subsidize ongoing costs.
- e. Sufficient public resources should be invested to assure that affordable housing is designed, constructed, managed, and maintained so that it will be an asset to the community over the long term.

### **Principle VII**

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<sup>1</sup>Developmental disabilities are used in a broad sense to include a wide range of cognitive disabilities.

To promote economic opportunity, the goal of public investment in community development activities other than housing should be to increase the incomes and/or assets of low-income households and neighborhoods.

- a. Public investment in community development should focus on projects that can demonstrate the capability to increase the income and/or assets of low income (<50% MFI) households and neighborhoods.
- b. Public investment in community development should focus on removing barriers to employment, retaining jobs in the community, and providing adults and youth with access to opportunities to earn, at a minimum, a living wage.
- c. Public investment in community development should focus on low-income households that have not shared in past economic expansions, and low-income neighborhoods.
- d. Public investment in community development should assist households with incomes below 80% MFI that face barriers to building wealth to increase their assets using ownership models that give residents equity holdings in their residences or businesses, e.g. micro-enterprise development, land trusts, homeownership programs, and cooperative ownership arrangements.
- e. Homeownership programs should include a mechanism for recapture and/or retention of the public investment.

### **Principle VIII**

To promote long-term housing stability and reduce the risk of homelessness, a continuum of services must be available to assist individuals and families in locating, obtaining, and maintaining decent affordable housing.

- a. Persons with the greatest need should receive supportive services that will enable them to succeed in housing.
- b. Supportive services should be designed to promote the greatest degree of economic independence and self-sufficiency appropriate for the individual.
- c. Services for locating, obtaining, and maintaining decent, stable, affordable housing should be readily available.
- d. Information and support should be available to enable tenants to pursue a habitable living environment without fear of retaliation.
- e. For people with special needs, medical and behavioral health care services are essential to maintain housing. To the maximum extent feasible, housing and community development funds should be used to leverage funds for these health services.
- f. Fair housing services to address illegal barriers to housing should be widely available.

### **Principle IX**

Public investment in neighborhoods should benefit existing residents as well as further other policy goals.

- a. When significant public investment is contemplated, measures should be taken to protect low- and moderate-income residents, including established small businesses, from involuntary displacement.

**EXHIBIT F**  
**Definitions**

- A. Community Housing Development Organization (CHDO): A community based non-profit housing organization as defined at 24 CFR 92.2.
- B. The Housing Opportunity Bond (HOB) is funding provided by the City of Portland directly to project sponsors. PDC is providing staffing for project management and will add individual project data and information into its on-going Asset Management activities, as agreed under a separate Intergovernmental Agreement.
- C. Integrated Disbursement and Information System (IDIS): The system for managing disbursement of funds in the HOME and CDBG programs.
- D. Period of Affordability: The length of time that HUD tenant guidelines, rent affordability, decent, safe & sanitary and other compliance regulations apply to a particular project, or the length of time specified in the Rental Housing Development Program guidelines adopted by PDC on October 18, 1994 or any subsequently approved guidelines. The period of affordability for all HOME-assisted projects shall be sixty years from the date of project completion.
- E. Community Based Development Organization: Non-profit organizations that may be engaged in a number of CDBG eligible activities, including the acquisition of land and/or rehabilitation of housing units, community economic development, energy conservation and/or other neighborhood revitalization activities.
- F. Permanent Supportive Housing Units are defined as having all of the following characteristics:
- Housing with no limit on length of stay and no requirement that tenants move out if their service needs change;
  - Supportive services attached to the units and/or the target occupants that are designed to help people maintain the housing;
  - Designed and intended for chronically homeless individuals and homeless high resource using families.



**EXHIBIT G**

**BHCD PDC Contacts Matrix**

Contact between the two BHCD and PDC on programmatic, compliance and reporting issues should generally be routed through the identified contact person, who will in turn make sure that all critical information gets forwarded to appropriate staff. This will include documents, faxes, e-mails and phone calls.

<i><b>PROGRAM AREA</b></i>	<i><b>BHDC CONTACT</b></i>	<i><b>PDC CONTACT</b></i>	<i><b>NOTES</b></i>
<b>ECONOMIC DEVELOPMENT</b>	Lynn Knox 823-3285	Alan Stubbs 823-3321	General contact about BHCD/PDC Economic Development Coordination, contracting, monitoring and compliance
<b>RENTAL HOUSING PROGRAM OVERSIGHT</b>	Stephen Fulton 823-2388  Andrea Sanchez (PSH) 823-2377  Daniel Ledezma (HOB) 823-4136  Dawn Martin (HOPWA) 823-2378	Komi Kalevor 503-823-3213  <b>Dan Williams</b> <b>503-823-1352</b> <b>williamsd@pdc.us</b>	Housing Program policy Rental housing development PSH HOB HOPWA Other housing program-specific activities

<p><b>HOME</b></p>	<p>Andrea Matthiessen 823-2379</p> <p>Dawn Martin 823-2378</p>		<p>HOME program administration HOME monitoring, compliance and reporting</p>
<p><b>HOMEOWNERSHIP PROGRAMS/Operation HOME</b></p>	<p>Daniel Ledezma 823-4136</p> <p>Stephen Fulton 823-2388</p>	<p>Shelly Haack 823-0942</p>	<p>Homeowner and related programs Reporting and compliance</p>
<p><b>LEAD HAZARD PREVENTION</b></p>	<p>Andrea Matthiessen 823-2379</p>	<p>Sarah Gourd 823-3235</p> <p>Shelly Haack 823-0942</p>	<p>Program coordination, contracting and reporting * For other lead paint requirements in specific programs (like HOME) use program contact</p>
<p><b>IDIS Setups</b></p>	<p>Daniel Ledezma 823-4136</p> <p>Serene Fung 823-2696</p>	<p>Tony Barnes 823-3287</p>	<p>• General IDIS issues</p>

<b>BHCD/PDC CONTRACT</b>	Daniel Ledezma 823-4136	Tony Barnes 823-1692	<ul style="list-style-type: none"> <li>• Contract development</li> <li>• Contract amendments</li> <li>• Contract monitoring and compliance</li> </ul>
<b>BILLING</b>	Serene Fung 823-2696  Daniel Ledezma 823-4136	Jane Kingston 823-3877	<ul style="list-style-type: none"> <li>• Invoices and draw requests</li> <li>• Resolves any issues related to bill format and payment</li> </ul>
<b>Compliance</b>	Stella Martinez 823-2383	Kathy Peoples 823-3359	<ul style="list-style-type: none"> <li>• Issues related to environmental compliance in all programs</li> <li>• Issues related to 504 compliance in all programs</li> </ul>
<b>HCDC (Housing and Community Development Commission)</b>	Beth Kaye 823-2393  Stephen Fulton 823-2388		<ul style="list-style-type: none"> <li>• HCDC and other policy and evaluation efforts</li> </ul>

<p><b>REPORTING AND DATA SYSTEMS</b></p>	<p>Daniel Ledezma 823-4136</p>	<p>Todd Kelley 823-3288 (program reporting)</p> <p>Jane Kingston 823-3877 (financial reporting)</p>	<ul style="list-style-type: none"> <li>• General reporting responsibility; systems and data</li> <li>• Any decision to modify data collection, standard forms or reports, including IDIS</li> </ul>
<p><b>HOME/CDBG Compliance/ Asset Management</b></p>	<p>Daniel Ledezma 823-4136</p> <p>Stella Martinez 823-2383</p>	<p>Louise Lauman 823-0468</p>	<ul style="list-style-type: none"> <li>• HOME/CDBG monitoring, compliance and reporting</li> </ul>
<p><b>EDI 108</b></p>	<p>Howard Cutler 823-2384</p>		<ul style="list-style-type: none"> <li>• Program oversight, staffing and administration</li> </ul>

# PDC

PORTLAND DEVELOPMENT COMMISSION

## Resolution Number 6616

Title: AUTHORIZING AN AGREEMENT WITH THE CITY OF PORTLAND'S BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT TO PRODUCE HOUSING PROJECTS AND PROGRAMS FOR FY 2008-09 WITH FEDERAL AND CITY FUNDS

Adopted by the Portland Development Commission on August 13, 2008.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consent Agenda       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.*

  
Renee A. Castilla, Recording Secretary

Date: August 20, 2008