

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6897

**AUTHORIZING CONTRACT BETWEEN THE PORTLAND
DEVELOPMENT COMMISSION AND THE CITY OF PORTLAND
IN THE AMOUNT OF \$2,376,034 FOR THE PURPOSE OF
OPERATING AND ADMINISTERING THE ECONOMIC
OPPORTUNITY INITIATIVE PROGRAM**

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

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

WHEREAS, the Economic Opportunity Initiative is an economic development program that is designed to assist low income, multi-barriered individuals to increase their incomes by providing workforce development or microenterprise development services combined with wrap around supports;

WHEREAS, the Economic Opportunity Initiative supports achievement of the PDC Strategic Plan 2010 goals and the Neighborhood Economic Development Strategy adopted in May 2011;

WHEREAS, the Portland City Council authorized funding for the Economic Opportunity Initiative in the PDC FY 2011-12 Approved Budget in June 2011; and

WHEREAS, PDC desires to receive funding from the City to implement the Economic Opportunity Initiative during the 2011-12 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the PDC Board of Commissioners hereby authorizes the Executive Director to execute the Subrecipient Contract with the City of Portland, acting by and through the Portland Housing Bureau, in the amount of \$2,376,034 for the purpose of operating and administering the Economic Opportunity Initiative Program, substantially in the form attached hereto as Exhibit A (the “Subrecipient Contract”) and to make changes to the Subrecipient Contract that the Executive Director deems, in consultation with the General Counsel, necessary or desirable, to the extent that such changes do not materially increase PDC’s risks or financial obligations; and

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

Adopted by the Portland Development Commission July 27, 2011.


Recording Secretary

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6897

Title:

AUTHORIZING CONTRACT BETWEEN THE PORTLAND DEVELOPMENT COMMISSION AND THE CITY OF PORTLAND IN THE AMOUNT OF \$2,376,034 FOR THE PURPOSE OF OPERATING AND ADMINISTERING THE ECONOMIC OPPORTUNITY INITIATIVE PROGRAM

Adopted by the Portland Development Commission on July 27, 2011.

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

Certification

The undersigned hereby certifies that:

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



Recording Secretary

Date: July 27, 2011

Subrecipient Contract
Contract No. 32000541
Economic Opportunity Initiative Program

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

RECITALS

- A. PDC is charged by the City Charter with implementing the vision and goals of the City of Portland as adopted by the City Council relating to economic development.
- B. In carrying out this charge, the City Charter directs PDC to advance social equity and involve the City of Portland’s constituencies to create, maintain and promote a diverse, sustainable community in which economic prosperity and employment opportunities are made available to all residents.
- C. PHB’s predecessor, the Bureau of Housing and Community Development (“BHCD”) developed a strategic plan and in September, 2004 began implementing the Economic Opportunity Initiative, designed to reduce poverty citywide, as an element of its strategic plan.
- D. The purpose of the Economic Opportunity Initiative is to help propel low-income people out of poverty through participation in two program elements: (1) youth and adult workforce development, which offers a three-year program of intensive training, placement, advancement in specific career tracks, and life skills support, and (2) microenterprise development, which offers business technical and planning assistance, and life skills support, through a three year program of individual and peer mentoring.
- E. The Economic Opportunity Initiative is a national model for developing and implementing best practices workforce and microenterprise development for multi-barriered very low income populations. Current funding allows for a total enrollment of around 2,600 participants at any given time. Each person is served for three years with new graduations and enrollments starting each year.
- F. Under the terms of prior agreements, PDC has operated the Economic Opportunity Initiative for the PHB since July 1, 2009 and PDC and PHB desire that PDC continue to do so during the 2011-12 Fiscal Year under the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

AGREEMENT

Effective Date and Duration

This Contract shall become effective on July 1, 2011 (the “Effective Date”). This Contract shall terminate on June 30, 2012

Contract Manager

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

PHB	PDC
Contract Manager: Antoinette Pietka	Contract Manager: George Cornett
421 SW Sixth Ave., Suite 1100	222 NW Fifth Avenue
Portland, OR 97204	Portland, OR 97204
(503) 823-2394 (phone)	503-823-3727 (phone)
(503) 823-2375 (fax)	(503) 865-3817 (fax)
antoinette.pietka@portlandoregon.gov	cornettg@pdc.us

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	IDIS Set-Up Report Form	1
Exhibit B	Budget	1
Exhibit C	Sample Invoice	2

I. Scope of Work

Subject to the terms and conditions of this Contract and as described in greater detail below, PDC will, during the term of this Contract operate the Economic Opportunity Initiative. The Economic Opportunity Initiative is a City-wide economic prosperity program designed to significantly increase the incomes of very low-income residents. Currently, thirty-one community-based projects provide intensive, holistic support, and customized workforce or micro enterprise development services to each participant for three years. Participants are grouped by common backgrounds and career goals and provide peer support to each other. Income or business revenue growth is tracked quarterly. PDC has operated the Economic Opportunity Initiative for the City of Portland since July 2009.

- A. PDC will be responsible for all Economic Opportunity Initiative program activities, including: outreach; planning; negotiating, preparing and administering all related contracts and agreements, including disbursement of funds, compliance monitoring, accounting and reporting; and annual reporting to the City Council. In addition, PDC’s EOI staff will provide ongoing technical assistance on program

issues, facilitate collaborative needs identification, solve problems, train staff and develop resources to benefit all participants in the Initiative.

- B. PHB agrees and acknowledges that PDC intends to implement the Economic Opportunity Initiative principally through the further subgrant of funds made available under this Contract to other subrecipients, as permitted by, and in accordance with, the federal law governing the Community Development Block Grant Program, in substantially the same manner as the City's former Bureau of Housing and Community Development.
- C. PHB and PDC understand that PDC intends to develop a new request for proposals for workforce and microenterprise projects during FY 2011-12. The request for proposals will bring the Economic Opportunity Initiative projects into alignment with the Neighborhood Economic Development Strategy that was adopted by City Council in May 2011. Any modifications to the EOI program will be consistent with the purpose of the federal Community Development Block program. PHB shall include PDC in discussions and other internal processes involving the City's update of its 5-year Consolidated Plan for the use of Community Development Block Grant Funds and allow PDC to comment on the proposed use of the portion of the CDBG funds currently allocated to the Economic Opportunity Initiative programs.

II. [SECTION RESERVED]

III. Reporting

- A. The Subrecipient shall provide PHB with quarterly progress reports from the I-TRAC performance management system. Reports shall include: number of people served and basic demographics. Reports are due no later than October 15, 2011, January 15, 2012, April 15, 2012 and July 31, 2012. Disbursement of funds will be delayed if reports are not turned in by these dates without adequate notice of delay and approval of the PHB contract manager.
- B. All project set-ups and draw-downs will be processed by PHB through the HUD IDIS systems. For annual CBDG contracts, the Subrecipient will complete the project set-up form (Exhibit A) and send it to PHB as soon as the contract is finalized. For amendments, the set up form must be completed and sent to PHB when the amendment is first drafted to allow time for a Consolidated Plan Amendment. PHB will return setups if there are problems to be corrected and will provide PDC written verification of setup entries.
- C. PHB 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 PHB will work immediately to determine the source of the discrepancy and the required corrective action.

IV. Compensation and Method Of Payment

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

- A. PHB will provide PDC with \$2,376,034 in on-going CDBG funding for FY 2011-2012 and all CDBG funding budgeted to PHB in FY 2010-2011 for the Economic Opportunity Initiative that remained unexpended at the end of FY 2010-2011.
- B. PHB shall pay all compensation to PDC under this Agreement on an expense reimbursement basis for CDBG expenses identified in the Budget, attached hereto as Exhibit B, and reasonably incurred by PDC in performing the work described in the Scope of Work. Requests for expense reimbursement shall be submitted and processed as described in Section C below.
- C. PDC shall submit requests for expense reimbursement from the CDBG sources in the form of Exhibit C attached hereto, to PHB monthly for expenses accrued in the prior calendar month. Periodic reimbursement requests between monthly billings may be submitted on an interim basis as approved by both PDC and PHB. PHB shall make payment to PDC within 30 business days of receiving a billing. If for some reason payment cannot be made due to errors or omissions then PHB will request from PDC a corrected billing within the 30 day period. The request for corrected billing shall detail all deficiencies in the billing which have caused payment to be withheld.

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, PDC shall fail to fulfill in timely and proper manner obligations under this Contract, or if PDC shall violate any of the covenants, agreements, or stipulations of this Contract, PHB may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to PDC 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 PDC under this Contract shall, at the option of PHB, become the property of PHB, as the case may be, and PDC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the PDC or PHB may terminate this Contract at any time by mutual written agreement. If the Contract is terminated as provided herein, PDC will be paid for the work performed up to the date of termination.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the PHB due to a breach by PDC, then PHB 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 PDC hereunder plus the remaining unpaid balance of the compensation provided herein, then PDC shall pay to PHB the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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

In the event of breach of this contract by PHB, then PDC'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 PHB shall provide PDC an opportunity for an administrative appeal to the PHB Director.

- D. **CHANGES.** PHB and PDC may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, if the parties so agree, shall be implemented through written amendments to this Contract. Changes to the scope of work, budget line items (so long as the total compensation is not changed), timing, reporting, or billing procedures may be approved by the Contract Managers.
- E. **NON-DISCRIMINATION.** During the performance of this Contract, PDC agrees as follows:
- (a) PDC 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).
 - (b) PDC 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).
 - (c) PDC will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

(d). PDC 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.

(e) PDC 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, PDC 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 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- F. SECTION 3: PDC 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. PHB, 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 PDC 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 PDC for four years after the final payment from PHB under this Contract and all other pending matters are closed.
- H. MAINTENANCE OF RECORDS. PDC shall maintain fiscal records on a current basis to support its billings to PHB. PHB 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 four years from the date of completion or termination of this Contract. PHB or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of PDC regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. PHB, either directly or through a designated representative, may audit the records of PDC at any time during the four-year period established by Section H above.

If an audit discloses that payments to PDC were in excess of the amount to which PDC was entitled, then PDC shall repay the amount of the excess to PHB, as the case may be.

J. INDEMNIFICATION. To the extent permitted by law and subject to the limits of the Oregon Tort Claims Act, PDC shall hold harmless, defend, and indemnify PHB and PHB'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 PDC work under this Contract.

To the extent permitted by law and subject to the limits of the Oregon Tort Claims Act, PHB shall hold harmless, defend, and indemnify PDC and PDC'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 activities of PHB or their respective employees or agents under this Contract.

K. LIABILITY INSURANCE.

(a) PDC shall maintain public liability and property damage insurance that protects PDC and PHB and their officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from PDC's work under this Contract. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$500,000 for each occurrence, and \$2,000,000 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 this Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds PHB and their 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 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 termination of the Contract, PDC shall provide a new policy with the same terms. PDC 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 PDC.

(b) PDC 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 PHB.

In lieu of filing the certificate of insurance required herein, PDC shall furnish a declaration that PDC 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.

(a) PDC, its subcontractors and subrecipients, 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 for PDC, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. PDC further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.

(b) In the event PDC's worker's compensation insurance coverage is due to expire during the term of this Contract, PDC agrees to timely renew 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 PDC agrees to provide PHB such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If PDC believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, PDC agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor 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 PDC shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, PHB may terminate this Contract immediately and the notice requirement contained in Section A, TERMINATION FOR CAUSE, hereof shall not apply.

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

Any subcontractor shall be responsible for adhering to all regulations cited within this Contract.

Notwithstanding the foregoing restrictions on subcontracting, PDC may provide funds received under this Contract to other subrecipients for purposes of carrying

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

- N. INDEPENDENT CONTRACTOR STATUS. PDC is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

PDC and its subcontractors, subrecipients and employees are not employees of PHB and are not eligible for any benefits through the PHB, 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 PHB 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 PDC, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

PDC 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, 24 CFR 570.502(b). PDC shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610. PDC shall 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).

- Q. OREGON LAWS AND FORUM. This Contract shall be construed according to the laws of the State of Oregon.

Any litigation between PHB and PDC 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 a portion of the funds used to pay for services provided herein are provided to the PHB 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 PHB as a result of federal action, PHB reserves the right to terminate the Contract as provided under Section B hereof, or request a change the scope of services as provided under Section D hereof.

- S. PROGRAM INCOME. For Community Development Block Grant-funded projects, PDC shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the PDC provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this Contract.
- T. COMPLIANCE WITH LAWS. In connection with its activities under this contract, PDC shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, PDC 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, PDC shall carry out its activities in compliance with 24 CFR 583. For McKinney-Vento Emergency Shelter Grant funded projects, PDC shall carry out its activities in compliance with 24 CFR 576.
- U. PROGRAM AND FISCAL MONITORING. PHB 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 PHB Contract Manager.
- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, PDC shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(7).

For Emergency Shelter Grant funded projects, PDC shall transfer to PHB any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. Any real property under PDC's control that was acquired or improved in whole or in part with ESG funds in excess of \$25,000 shall be disposed of in a manner which results in the PHB being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after a five-year period after termination of this Contract.

- W. RELOCATION, ACQUISITION AND DISPLACEMENT. PDC agrees to comply with 24 CFR 570.606, 574.630 or 576.80 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. PDC agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.

- X. PROGRAM ACCESS BY THE DISABLED. PDC shall, to the maximum feasible extent, follow PHB's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. 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.
- Z. [SECTION RESERVED].
- AA. LABOR STANDARDS. PDC 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. PDC shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the PHB for review upon request.

PDC agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) 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 PDC of its obligation, if any, to require payment of the higher wage. PDC 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. FLOOD DISASTER PROTECTION. PDC 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.
- CC. LEAD-BASED PAINT. PDC 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 570.608, 574.635 and 24 CFR Part 35, and in particular Sub-Part B 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.

- DD. FUND-RAISING. Funds provided to PDC under this Contract may be used to cover expenses directly related to the Scope of Work. Costs associated with general agency fund-raising activities are not eligible. No Emergency Shelter Grant (ESG) fund dollars may be used to cover expenses associated with general agency fund raising activities not directly related to ESG-funded projects.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City of Portland through the Portland Housing Bureau.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of PDC, 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, PDC shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

PDC 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 and subrecipients shall certify and disclose accordingly.

- GG. CHURCH/STATE. PDC agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. INDEPENDENT FINANCIAL AUDITS/REVIEWS. If required by law, PDC shall obtain an independent audit of its federally funded program(s), in compliance with federal OMB Circular A-133. Two copies of the audit will be submitted to the designated PHB Contract Manager within 30 days of its completion.
- II. DRUG-FREE WORKPLACE. PDC will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.

- JJ. ENVIRONMENTAL REVIEW. If required by law, (i) PDC will comply with the requirements of the National Environmental Policy Act of 1959 [24 CFR Part 58] and (ii) no funds will be committed and no work will be carried out on any project until the environmental review is complete and a Release of Funds is issued by HUD, if applicable.
- KK. 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.
- LL. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS. PDC must comply with the requirements of Executive Orders 11625, 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.
- MM. ARRA FUNDS. PDC shall, in performing activities under this Contract with ARRA funds, comply with the ARRA requirements set forth in Exhibit E attached hereto and require its subrecipients that receive ARRA funds to comply with the ARRA requirements set forth in Exhibit E and incorporated herein.
- NN. The Federal Funding Accountability and Transparency Act (FFATA) requires sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System, (DUNS) and Central Contract Registry, (CCR) numbers. To obtain a DUNS number, and to register with the Central Contractor Registration, (CCR) see links below.

DUNS number registration information can be obtained at:
<https://update.dnb.com/requestoptions.asp>

Registration information for Central Contractor Registry can be found at:
<http://www.bpn.gov/ccr/default.aspx>

VI. Survival of Certain Provisions

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

**PORTLAND DEVELOPMENT
COMMISSION**

CITY OF PORTLAND

Patrick Quinton, Executive Director Date

Nick Fish Date
Commissioner-in-Charge of PHB

APPROVED AS TO FORM:

APPROVED AS TO FORM:

PDC Legal

Linda Meng Date
City Attorney

LaVonne Griffin-Valade Date

EXHIBIT A

EOI IDIS Set-Up Form

#	<u>INFORMATION REQUESTED</u>	<u>RESPONSE</u>
	Date	
	Activity Contract Manager	
	<i>Manager Phone Number</i>	
	<i>Is this an original Set-up? (Y or N)</i>	
	<i>Is this a revision to a previous Set-up? (Y or N)</i>	
	<i>Previous set-up activity name</i>	
	<i>GENERAL INFORMATION-ALL ACTIVITIES</i>	
1	CDBG National Objective Code (LMC)	
2	Activity Name	
3	Activity Address (include zip code)	
4	Activity Description	
5	Contract period (begins/ends) (Initial Funding Date)	
6	HUD Matrix Code (05H, 18C)	
7	Funding Sources	
8	CDBG Costs	
9	Other Costs	
10	Total Activity Costs	
11	<i>Proposed Accomplishment Type (People or Businesses)</i>	
12	<i>Will the Activity Prevent Homelessness?</i>	
13	<i>Will the Activity Help the Homeless?</i>	
	<i>ECONOMIC DEVELOPMENT</i>	
	<u>Workforce Activities</u>	
14	Number of clients served in contract year	
	<u>Microenterprise Activities</u>	
15	Number of businesses served in contract year	

EXHIBIT B

BUDGET FY 2011-12

	<i>Approved Budget Total</i> <i>Formula</i>
<u>Total Resources</u>	<u>\$2,376,034</u>
<u>Estimated Expenditures</u>	
Economic Opportunity Initiative Programs:	
Microenterprise Development	\$686,754
Adult Workforce Development	\$855,379
Youth Workforce Development	\$454,710
Personal Services	\$175,589
Indirect	\$197,745
Materials and Services	\$5,857
<i>Estimated Total Expenditures</i>	<i>2,376,034</i>

EXHIBIT C

SAMPLE INVOICE TO PHB

Expense Summary
Sample Invoice (on PDC Letterhead)

Contract #: 32000541

Invoice Period:

Invoice #:

Organization: Portland Development Commission	Total Budget: \$2,376,034
Portland Development Commission 222 NW Fifth Avenue Portland, OR 97204 Contact Name/Title: George Cornett	Funding Award Amount: CDBG: \$2,376,034
Phone/Fax: 503-865-3817	Funding Period: July 1, 2011– June 30, 2012

CBDG Activity	Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Budget
EOI Microenterprise Development: List expenses for each contract	\$665,290			
EOI Workforce Development: List expenses for each contract	1,306,818			
EOI Program Delivery List expenses such as staffing indirect, and materials and services	403,926			
Total CBDG	\$2,376,034			

Exhibit C: Invoice to PHB – Cont.

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: Submitted:	Date
FOR OFFICE USE ONLY I have received this information and have forwarded the invoice for processing	
Contract Manager Accounting	Date Sent to