

CFDA #14.239

Gresham Agreement No. 3040
Intergovernmental Agreement
Agreement No. 30001114

This intergovernmental agreement (IGA) is entered into by and between the City of Portland (CITY) acting by and through its Portland Bureau of Housing, and the City of Gresham (Subrecipient) for implementation of activities under the HOME Investment Partnership Program of the U.S. Department of Housing and Urban Development and the cooperation of units of local government under the authority of ORS 191.010.

1. Effective Date and Duration

This IGA shall become effective on July 1, 2009 and shall terminate on June 30, 2010.

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, approve all changes except those that increase the total contract amount.

<u>PBH</u>	<u>Subrecipient</u>
Contract Manager: Andrea Matthiessen	Contract Manager: Elaine Fultz
421 SW Sixth Ave., Suite 500	1333 NW Eastman Pkwy
Portland, OR 97204	Gresham, OR 97030-3813
(503) 823-2379	503-618-2818
(503) 823-2387 (fax)	503-669-1376 (fax)
amatthiessen@ci.portland.or.us	elaine.fultz@greshamoregon.gov
	EEO: Exempt
	Business License: Exempt

3. Scope of Services

The statement of work is contained in Section II and III.

4. Compensation

The amount of compensation shall not exceed \$1,809,872 in HOME funds. The compensation requirements are contained in Section V.

5. Reporting

The reporting requirements are contained in Section VI. Final invoice and report are due July 9, 2010.

6. Funding

This Subrecipient contract may be paid fully or in part with funding from the U.S. Housing and Urban Development Department (HUD).

7. 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	Budget	1
Exhibit B	Inspection Report	1
Exhibit C	Contractor Information	1
Exhibit D	Match Worksheet	1

I. Definitions

- A. The Portland HOME Consortium is the recipient of funding under the U.S. Department of Housing and Urban Development HOME Investment Partnership Program (authorized by Public Law 101-625, Title II, November 26, 1990) for the development of affordable housing for low and moderate income households.
- B. The City of Gresham is a member of the Portland HOME Consortium as a signatory of the Portland HOME Consortium Cooperation Agreement.
- C. The City of Portland is the lead agency for the Consortium, and as such is responsible for applying for, and receiving and managing HOME grant funds.
- D. Integrated Disbursement and Information System (IDIS): The system for managing disbursement of funds in the HOME Program.
- E. Community Housing Development Organization (CHDO): A community-based, nonprofit housing organization as defined at 24 CFR 92.2.
- F. Period of Affordability: The length of time that HUD tenant guidelines, rent affordability, Housing Quality Standards and other compliance regulations apply to a particular project. The period of affordability will vary based on the HOME activity and the amount of subsidy provided to the project per 24 CFR Part 92.252.
- G. HAP is the Housing Authority of Portland.

II. Scope of Services to be carried out by the Subrecipient

Under the terms of the Consortium Agreement, a portion of the HOME grant is attributable to Gresham's participation in the Consortium, and Gresham is entitled to plan for the expenditure of such funds. Through the City of Gresham budget process they have determined how to allocate funds and assigned implementing agencies.

- A. Buyer Initiated Shared Appreciation Mortgages (\$381,768)
Provision of Shared Appreciation Mortgage to qualified first time homebuyers.

- B. Rent Assistance, Human Solutions, Inc. (\$126,612)
Provide rent assistance to avoid eviction for 127 very low and low-income households. 105 households will receive short-term (one month @600/month) and 30 households will receive longer-term (up to four months @ 600/month) tenant-based rental assistance. Location: Citywide.
- C. Rockwood Building (\$460,000)
Construction of 47 new units at NE 181st Avenue and Couch Street will include 15 units for homeless, high resource using families with incomes below 30% MFI. Remaining units will be affordable to individuals and families under 60% MFI. Project will include a multi-service center providing services to low-income residents.
- D. Jubilee Commons (\$300,000)
Construction of 13 units that will be sold to first-time homebuyers earning 30-60% MFI who would participate in the SAM program. Sweat equity project. Location: Southeast 197th between Stark and Burnside
- D. Program Administration (\$128,371)
Staff and operating costs of the City of Gresham in administering the above projects and its HOME administrative responsibilities. This amount includes admin carryover in the amount of \$91,550 from previous years.
- E. Affordable Housing Set-Aside (\$309, 464)
City of Gresham - Provision of set aside funds to partner with a non-profit to build affordable housing in downtown Gresham.
- F. Remaining Development Fund (\$103,657)
The balance of funds allocated to Gresham for this and prior fiscal years (\$20,927) be allocated to a development fund to be used at Gresham's discretion to develop affordable housing that complies with the Consortium Agreement and the HOME Program regulations.

III. Scope of Services to be carried out by the City

The City of Portland will conduct HOME eligible projects in accordance with the approved HOME Program Description and Budget Exhibit A, as follows:

- A. CHDO Operating Support, Human Solutions, Inc. (\$25,000)
Through the Portland Neighborhood Support Collaborative, Portland will provide HOME funds to Human Solutions, Inc to develop and operate affordable housing in Gresham.

B. HAP STRA, (33,986)

Portland will contract HOME funds to the HAP to administer tenant-based rental assistance programs. By separate agreement between the parties, Gresham will allocate CDBG funding to HAP in the amount of \$9,397 to pay for Gresham's proportionate share of HAP's administrative expenses in the operation of RASP.

C. Portland HOME Consortium Administration (\$26,327)

Gresham will pay the City of Portland to carry out overall Consortium responsibility, for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements for the Consolidated Plan in accordance with HUD regulations in 24 CFR Part 92 and 91, respectively.

IV. Specific Provisions:

Activities may be carried out by the Subrecipient or project sponsors as appropriate and eligible under the HOME Program regulations contained in 24 CFR Part 92.

- A. Any proposed changes to the project activities must be approved by written amendment of this Contract. Changes may necessitate amendment of the approved Program Description and/or HUD review and approval. The Subrecipient shall be responsible for preparing necessary documentation, justifications or materials to substantiate such changes and providing it to the City which will file or transmit such documents to HUD as appropriate. If HUD approval is required, changes to this Contract will not take effect until such approval is received.
- B. Under the terms of the HOME Consortium Agreement (Gresham Agreement #3071), the City of Portland retains the authority to amend this Contract for failure of the Subrecipient in performing this Contract to meet any of the obligations imposed on it as a member of the Portland HOME Consortium.
- C. The Subrecipient will be responsible for performing all actions necessary to comply with the environmental review requirements contained in 24 CFR 92.633. The Subrecipient may not commit any HOME funds to projects nor allow any activities that would have an adverse environmental impact or limit the choice of reasonable alternatives until the environmental review requirements contained in 24 CFR 92.633 and 24 CFR Part 58 have been met. The Subrecipient will be responsible for preparing all review documents and publishing all required public notices on behalf of the City and shall identify the City to receive any public comments. The City is the Certifying Officer for purposes of these requirements. The City will process all necessary Requests for Release of Funds (RROF). When the RROF has been approved by HUD, the City will notify the Subrecipient that funds may be committed to the project. All review documentation, correspondence, public notices and other documents pertaining to environmental review shall be maintained by the City.

- D. Funds under this Contract must be obligated, committed and expended in IDIS according to the timelines described in the HOME regulations.
- E. Monitoring for Regulatory Compliance
 - 1. The Subrecipient will be responsible for monitoring all projects developed under this Contract for compliance with HOME regulations contained in 24 CFR 92 including all other applicable federal regulations such as Davis-Bacon, Lead Based Paint, etc.
 - 2. The Subrecipient shall monitor each project throughout the pre-development, development and rent-up phases to ensure that the project initially complies with the HOME and all other applicable federal regulations. No less than 90% of rental units developed under this Contract must be occupied by households whose annual incomes are at or below 60% of the area median income at initial occupancy. The remaining units must be occupied by households at or below 80% of area median income.
 - 3. The City of Portland shall be responsible for ongoing monitoring during the period of affordability for each project. This monitoring shall include required housing quality inspections, compliance with rent guidelines, and income verification of tenants, as well as any other periodic monitoring requirement under the HOME regulations.
 - 4. If at any time during the period of affordability a project is found by HUD not to qualify as affordable housing, the Consortium will be responsible for repaying such funds subject to first pursuing corrective and remedial actions and sanctions authorized at 24 CFR 92.551 and 552.

V. Compensation and Method of Payment

- A. There is a total of \$1,895,185 in HOME funds available to Gresham in the City of Portland Housing Bureau Budget, comprised of \$631,477 in FY 2009-10 Gresham HOME funds, and \$1,263,709 in carryover funds. The City of Gresham will implement a portion of the HOME Program in the amount of \$1,809,872 in accordance with the Budget (Exhibit A). The balance of Gresham's HOME Program funding (\$85,313) will be administered by the City of Portland. The allocation of funds to be administered by the City of Portland is detailed in the Budget (Exhibit A).
- B. It is agreed that total compensation under this Contract shall not exceed ONE MILLION, EIGHT HUNDRED NINE THOUSAND, EIGHT HUNDRED SEVENTY TWO DOLLARS. (\$1,809,872).
- C. The City will pay the Subrecipient for actual or anticipated expenses in accordance with the Budget (Exhibit A), upon submission of an itemized statement of expenditures.

- D. Substantive changes to the approved budget must be approved in writing by both parties, prior to expenditure under new budget categories or amounts. Minor line item adjustments may be approved by Project Managers.
- E. All project set-ups and draw downs will be processed by the City through IDIS. The Subrecipient will generally be responsible for preparing necessary forms for project set-up, project drawdown, and project completion. The City will process these forms. If the City finds that the transaction cannot be processed, the City will return the documents to the Subrecipient for correction. The City shall provide technical assistance to assist with compliance with this section.
- F. All funds received by the Subrecipient must be disbursed within 15 days of receipt.
- G. All program income generated from HOME funded activities will be returned by the Subrecipient to the Local HOME Account maintained by the City. Program income attributable to Gresham activities will be reallocated to Gresham for eligible HOME activities pursuant to the HOME Consortium Agreement.

VI. Reporting

The Subrecipient shall provide such reports and other information as may be required by the City from time to time. These reports shall be in the format and meet the timelines determined by the City. Reports or other information may be required as necessary for the City to track compliance with all federal regulations of the HOME Program, to provide required information to the U.S. Department of Housing and Urban Development, and to make such internal reports as may be required by the City.

Each HOME funded activity that is administered by the City of Gresham will require a set up and a close out form submitted to the City in order to be tracked in IDIS. Rental housing development activities will require Gresham to provide an annual update until the project is completed, occupied, and demographic data is provided to close out the activity in IDIS.

Gresham will provide the following additional annual reports using the forms attached to this Contract (Exhibits B-C).

- HOME MBE/WBE
- HOME Match

VII. Monitoring and Audits

The City will monitor performance under this Contract during the period of the Contract and during the period of affordability for each project funded under the Contract. Monitoring will include a review of written records and reports, and may include site visits to projects. Monitoring reports will be prepared and provided to the Subrecipient noting any deficiencies and required corrective actions.

The U.S. Department of Housing and Urban Development may also conduct monitoring or audits of projects funded under this Contract. Should HUD make any findings that require the re-payment of funds to HUD, the Subrecipient will repay such funds to the City for transmittal to HUD.

VIII. 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:
- (a) 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).
 - (b) 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).
 - (c) The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - (d) 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.
 - (e) 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.
(a) The Subrecipient shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity

provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Subrecipient will be driving or using a vehicle on behalf of the City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

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.

(b) 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.

(a) 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.

(b) 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.

(c) 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 Portland Housing Bureau 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 Portland Housing Bureau'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 Portland Housing Bureau.
- 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 Portland Housing Bureau 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(c)(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 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.

- PP. Periods of Affordability. The HOME-assisted housing (Homeownership Unit) must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after the transfer of the property to the HOME-assisted buyer. The homeowner must occupy the principal resident throughout the HOME period of affordability.

Homeownership HOME amount per-unit	Minimum Period of Affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

Occupying. Occupying means the real property receiving HOME/ADDI/CDBG is the principle residence, the place the homeowner intends to return to whenever homeowner goes away. It is the address that appears on the homeowner's driver's license or voter registration card. Homeowner may have only one principal residence at a time.

IX. 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.

CITY OF GRESHAM



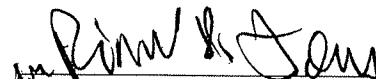
3.15.10

Erik Kvarsten
Gresham City Manager

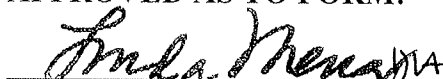
CITY OF PORTLAND

Nick Fish
Commissioner-in-Charge

APPROVED AS TO FORM:

 3-11-10
Dave Ris
Gresham City Attorney

APPROVED AS TO FORM:


Linda M. Griffin-Valade
City Attorney

LaVonne Griffin-Valade
City Auditor

EXHIBIT A
City of Gresham FY 09-10 HOME IGA

BUDGET

Total Gresham HOME Resources

2009-10 HOME Allocation	\$631,477
2008-2009 HOME Carryover	\$1,263,709
▪ \$381,768 (Buyer-initiates SAMS)	
▪ \$20,927 (Development fund carryover)	
▪ \$91,550 (Gresham Admin)	
▪ \$309,464 (Affordable Housing Set-Aside)	
▪ \$460,000 (Rockwood Building)	
Total Gresham Resources	1,895,186

HOME Fund in IGA Funding Administered by Gresham

Buyer Initiated SAMS	\$381,768
Rent Assistance - Human Solutions	\$126,612
Rockwood Building	\$460,000
Jubilee Commons	\$300,000
Gresham Administration	\$128,371
Affordable Housing Set-Aside	\$309,464
Remaining Development Fund	\$103,657
Total of Gresham Contract	1,809,872

HOME Funds not in IGA Funding(administered by Portland)

CHDO Operating Support – HSI	\$25,000
TBRA - HAP STRA Program Funds	\$33,986
Portland HOME Consortium Admin	\$26,327
Total Administered by Portland	85,313

TOTAL	\$1,895,185
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EXHIBIT B
HOME MBE/WBE CONTRACTOR INFORMATION
Reporting Period: July 1, 2009 – June 30, 2010

Please complete this form for each HOME-funded Project that was completed during the reporting period.
Include information about all contracts involved in the development of the project

Person Completing This Form and Phone Number: _____

Project Name: _____

Project Address: _____

Contractor (check if sub) Name and Phone Number	U B ✓	Contract Amount \$	Complete for each contract and subcontract on this project based upon the status of the business enterprise (whether it is minority or women owned)		
			I.	J. <u>Race/Ethnicity of Owner</u> (Alaska Native or Native American, Asian or Pac. Islander, Black Non-Hispanic, Hispanic, White Non-Hispanic)	K.
			✓		✓

