

Exhibit A
AGREEMENT NO.

An Agreement between the CITY OF PORTLAND, OREGON (City) and the HOUSING DEVELOPMENT CENTER (Subrecipient) to coordinate regional capacity building efforts around lead-based paint hazard reduction.

RECITALS:

1. The City of Portland is a member of the Regional Lead Taskforce, a group of eight different jurisdictions in the Portland metropolitan area, including Multnomah County, Washington County, Clackamas County, Clark County, WA, City of Beaverton, City of Gresham, and the City of Vancouver, WA.
2. Member jurisdictions of the Regional Lead Taskforce are required to comply with federal regulations for lead-based paint in all federally assisted affordable housing programs.
3. The Portland metropolitan region does not currently have sufficient capacity to comply with these regulations without significant impacts on affordable housing programs.
4. The Regional Lead Taskforce has decided to undertake capacity building efforts to increase the ability of local jurisdictions to address lead hazards and comply with federal lead regulations.
5. The Housing Development Center has the knowledge and experience to implement capacity building strategies in the Portland metropolitan area.
6. The approved FY 01/02 Housing and Community Development budget authorizes funding in the amount of \$100,000 to support capacity building efforts to address lead paint hazards.
7. The City now desires to enter an agreement in the amount of \$100,000 with the Housing Development Center to coordinate capacity building efforts for lead-based paint hazards.

AGREED:

I. Scope of Services

The Subrecipient shall provide the following technical assistance services relative to the capacity building strategies:

A. Coordinate Regional Standards for Lead Professional Services

The Subrecipient shall meet with regional stakeholders to determine existing inconsistencies in risk assessments, lead specification writing, and clearance testing; and to gather input on developing regional risk assessment standards, lead specifications and clearance testing procedures. Based upon input received and research conducted, draft assessment standards, lead specifications, and clearance testing procedures for review by affected stakeholders. After comment period, finalize documents and distribute.

The Subrecipient shall work with Regional Taskforce Members, service providers and in-house staff. This may include Central City Concern, Lead Solutions, PBS Environmental Services, Global, and ERI.

Deliverable:

- **Distribute draft risk assessment standards, lead specifications, and clearance testing procedures.** \$5,000
Estimated Date: November 2001
- **Distribute final risk assessment standards, lead specifications, and clearance testing procedures.** \$5,000
Estimated Date: January 2002

B. Research Feasibility and Coordinate Standards for Regional Lead Specifications

The Subrecipient shall meet with regional remodeling contractors to explore considerations of various specification requirements and research available specification writing databases being used by regional lead specification writers. Based on analysis of existing databases, evaluate options identified.

The Subrecipient shall work with Oregon Remodelers Association, remodeling contractors and lead specification writers.

Deliverable:

- **Distribute report identifying options for utilizing available lead specification writing databases versus developing one locally**
\$5,000
Estimated Date: February 2002

C. Identify Cost-Reasonable Insurance Options

The Subrecipient shall research lead pollution liability options currently available and contact regional abatement firms to determine their existing coverage. Investigate advantages and disadvantages of developing partnerships with insurance providers to reduce the cost of lead pollution liability insurance for regional abatement and remodeling firms.

Deliverable:

- Distribute report detailing available sources, costs and other options for obtaining lead pollution liability insurance. \$5,000

Estimated Date: December 2001

D. Increase Capacity of Lead Hazard Reduction Contractors

The Subrecipient shall explore barriers to becoming certified in lead paint abatement. This shall include working with regional remodeling contractor associations, lead abatement firms, and other stakeholders to identify perceived and actual barriers. The Subrecipient shall analyze current regional lead abatement and lead-safe remodeling capacity and anticipated regional workload to develop a strategy for increasing lead paint abatement capacity.

The Regional Taskforce members will review and approve a strategy for increasing capacity, which may include a training plan, incentive package, and mentoring plan. The Subrecipient shall implement the plan, including: selection of contractors, and coordination of training and incentive options to achieve increased capacity of at least 5 firms.

Deliverables:

- **Recommended strategy to Regional Partners** \$5,000
Estimated Date: December 2001

- **Strategy Approved by Regional Partners** \$5,000
Estimated Date: January 2002

- **Contractors Selected** \$5,000
Estimated Date: February 2002

- **Certification and License Endorsement Completed** \$5,000
Estimated Date: June 2002

- **Contractor Progress Report** \$5,000
Estimated Date: September 2002

III. Reporting.

- A. HDC staff shall attend and provide verbal updates on status and progress of activities at each Regional Lead Taskforce meeting.
- B. The deliverables above shall serve as the report demonstrating the achievement of specific outcomes. The Subrecipient will prepare the written reports in accordance with the schedule of services detailed above in the scope of services.
- C. The Subrecipient will prepare written quarterly reports ONLY IF the Subrecipient is not meeting the milestones. The report must include activities to date, barriers to accomplishing milestones, and methods to promptly resolve the challenges.
- D. The Subrecipient will prepare an annual report within two months after the contract has expired. The annual report will provide a comprehensive summary that includes the following:
 - Identifies the regional partners.
 - Discusses regional capacity building needs.
 - Review the strategy used to address the needs.
 - Outline the primary challenges faced and solutions to challenges.
 - Outlines the results. This includes a description of the assistance and impact of the effort to each jurisdiction and individual businesses assisted.

IV. Compensation and Method of Payment

- A. The City will compensate the Subrecipient for satisfactory receipt of the deliverables detailed in Section I in accordance with the Budget (Attachment B), upon submission of a report detailing the accomplishment of a contract benchmark.
- B. Requests for payments from the Subrecipient may be submitted monthly, quarterly, or as needed.
- C. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- D. Any changes to the approved budget must be approved in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. Total compensation under this Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

V. City Project Manager

- A. The City Project Manager shall be Andrea Matthiessen or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Agreement as provided herein, and to carry out any other City actions referred to herein.

VI. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** 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 shall have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. 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.** 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.

The City, on thirty (30) days written notice to the Subrecipient, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

- C. **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.

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 must be approved by ordinance of the Project Manager.

- E. **NON-DISCRIMINATION.** In carrying out activities under this contract, the subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The Subrecipient shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Subrecipient shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246. 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.

- F. **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 infinite duration after the City makes final payments and all other pending matters are closed.
- G. **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 infinite duration 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.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Subrecipient at any time during the infinite duration 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 City.

- I. **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.
- J. **LIABILITY INSURANCE.**
- (a) 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 agreement. 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, Subrecipient shall provide a new policy with the same terms. 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 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 agreement by the City.

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

K. **WORKERS' COMPENSATION INSURANCE.**

(a) The Subrecipient, its subcontracts, if any, and all employers working under this Agreement 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 Agreement and shall be incorporated herein and made a term and part of this Agreement. The Subrecipient further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

(b) In the event the Subrecipient's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Subrecipient 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 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 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 Qualification as an Independent Subrecipient prior to commencing work under this Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the Questionnaire by the Subrecipient shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (A), TERMINATION FOR CAUSE, hereof shall not apply.

- L. **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.

- M. **INDEPENDENT SUBRECIPIENT STATUS.** The Subrecipient is engaged as an independent contractor 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.

- N. **CONFLICTS OF INTEREST.** 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 director 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.

No City Officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the contract.

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

- Q. **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.
- R. **PROGRAM INCOME/PERSONAL PROPERTY.** Program income shall be retained by the Subrecipient provided that it shall be used only for those activities identified in the Scope of Services, and shall be subject to all provisions of this contract.
- 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.

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 & 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 the applicable regulations 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. 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 agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- X. **INTEGRATION.** This agreement contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.
- Y. **LABOR STANDARDS.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with 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 which 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 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 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 \$19,007.00.

- Z. **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.

- AA. **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.
- BB. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- CC. **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.

- DD. **CHURCH-STATE.** The Subrecipient agrees to comply with the applicable provisions regarding the use of federal funds by religious organizations.
- EE. **TARGETING.** Each year the City designates target areas, which receive focused services through the Bureau of Housing & Community Development. As appropriate, the Subrecipient may be asked to provide marketing and outreach for its services and/or collect demographic information on its clients, relative to these target areas. Boundaries of target areas will be provided to any Subrecipient who is asked to such information and assistance.

- FF. TRAINING. The Bureau of Housing & Community Development will provide training for all new Contractors and for Contractors who have experienced significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.
- GG. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$300,000 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. Any subrecipient receiving between \$25,000 and \$300,000 in federal funds, from all sources, in any program is required to obtain an independent financial review. Additionally, contractors receiving between \$25,000 and \$300,000 in federal funds may be required to obtain an A-133 audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

VII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 2001. Work by the Subrecipient shall terminate as of July 30, 2002.

Dated this _____ day of _____, 2001.

CITY OF PORTLAND

HOUSING DEVELOPMENT CENTER

Erik Sten
Commissioner of Public Works

Will White
Director

APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney

Attachment A

Regional Lead Capacity Building Budget July 1, 2001-July 1, 2002

Draft Professional Services Report	\$5,000
Final Professional Services Report	\$5,000
Lead Specifications Report	\$5,000
Cost-reasonable Insurance Options	\$5,000
Contractor Capacity Strategy Report	\$5,000
Approval of Contractor Capacity Strategies	\$5,000
Contractors Selected	\$5,000
Training and Certification completed	\$5,000
Contractor Progress Report	\$5,000
TOTAL PRODUCT COSTS	\$45,000
Training	\$35,000
Incentive Packages	\$20,000
TOTAL BUDGET	\$100,000