

EXHIBIT A

Organization	Amount	Funding type	Activity
NAYA (MHAC)	385,000	CDBG	Homebuyer education, counseling, and foreclosure prevention counseling.
NAYA Home Repair & Weatherization	500,000	CDBG, GF, TIF	Home repair and healthy home classes to stabilize neighborhoods.
Portland Housing Center	247,300	CDBG	Homebuyer education & counseling,
Portland Community Reinvestment Initiative (PCRI) Home Repair & Retention	218,600	CDBG, TIF	Home retention, and home repair.
Community Energy Project (CEP)	540,000	CDBG, TIF	Weatherization and energy efficiency improvements to offset energy costs for low-income households.
Unlimited Choices, Inc.	715,000	CDBG, TIF, GF	Provides wheelchair ramps, grab bars and other accessibility improvements.
Latino Network	110,213	GF (East PDX)	Home Retention & small home repairs/financial assistance
REACH	592,000	CDBG, TIF	Home repair
Legal Aid Services of Oregon (LASO)	204,650	CDBG, GF	Legal Aid Services for low-income renters
Community Alliance of Tenants (CAT)	498,000	CDBG, GF	Renter education, outreach and advocacy
Impact NW	180,000	CDBG	Relocation assistance for households experiencing environmental hazards in their home.
TOTAL	\$4,190,763		

EXHIBIT B
SAMPLE:
DO NOT EXECUTE

CFDA 14.218
 CFDA 14.913
 CFDA 14.900

Sample Subrecipient Contract
 Contract No. _____
 Housing project

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau, hereafter called "City" and the [contractor] hereafter called Subrecipient.

1. Effective Date and Duration

This contract shall become effective on July 1, 2018. This contract shall terminate on June 30, 2019.

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.

PHB	Subrecipient
Contract Manager	Contract Manager
421 SW Sixth Ave., Suite 1100	Address
Portland, OR 97204	Portland, OR
(503) 823-Phone	503-Phone
(503) 823-2387 (fax)	503-Fax
Email	Email
	EEO
	Business License

3. Scope of Services

The statement of work is contained in Section I.

4. Compensation

The amount of compensation shall not exceed **\$4,190,763**. The compensation requirements are contained in Section IV.

5. Reporting

The Reporting requirements are contained in Section III. The final invoice is due **July 6, 2019**.

6. Funding

This subrecipient contract is paid fully or in part with funding from the U.S. 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		1
Exhibit B		1

I. Scope of Services

- A. Activities to be carried out by Subrecipient:
- B. Subrecipients will maintain all records for the project, including program development, operation, and fiscal, for a minimum of four years after termination of the contract. All records regarding the project, as well as general organizational and administrative information, will be made available to the City Project Manager, or other designated persons, upon request. At a minimum, records will be reviewed as part of the annual monitoring process.
- C. All publicity for City-funded projects will include mention of the City's participation in the project through the Portland Housing Bureau and the U.S. Department of Housing and Urban Development.
- D. Any changes to the scope of work, time line, or budget of this project must be requested by the Subrecipient in writing and be approved in writing by the City Project Manager, before taking effect.

II. Commitment to Equity Agenda

PHB works to ensure equity for communities of color in city-supported housing programs. To evaluate progress PHB will utilize indicators based on the disparity between the rates of poverty for whites and respective communities of color, as measured by ACS data for each community.

In FY 2018-19, PHB desires to reduce disparities in communities' rates of poverty by working with all contractors to increase Access to services by communities of color which experience disproportionate poverty rates. Contractors will be accountable for their efforts to reduce disparities by seeking to provide services to communities of color that contribute to achievement of the overall PHB goals. As described above, PHB will report on and publish our collective progress made in serving communities of color, by program, at least annually.

Outcomes

PHB desires to reduce and remove the documented disparities experienced by communities of color in service and housing outcomes by working with partners to measure outcomes and implement strategies for service delivery that contribute to the achievement of program specific and bureau wide goals for communities of color.

In FY 2018-19 all Subrecipient contractors will report outcome measures by race/ethnicity.

In FY 2018-19 all Subrecipient contractors will evaluate outcomes by race/ethnicity and if evaluation shows statistically significant disparities in the achievement of outcomes based on race, contractor will work with PHB to determine why such disparate impacts are occurring, and to recommend and implement a remedy to eliminate them.

III. Periodic Reporting

- A. Submit to the Portland Housing Bureau a report on the progress of the project every quarter, substantially in accordance with the Progress Report Form, attached as Exhibit B. Progress reports are due on the 15th day of the month following the end of the reporting period, unless otherwise indicated. Submission of progress reports in a timely manner is a requirement to receive reimbursement under this Contract.

Federal requirements for submission of racial/ethnic information on clients has changed and following are the categories that must be used and reported on:

1. Racial Background.
2. Ethnic Background. In addition to identifying clients by the racial categories above, it is also necessary to identify how many clients are of Hispanic ethnic background. This is no longer considered a racial category and must be reported in addition to the racial categories above.

Determination of income categories (low/mod, low, very low) are based income level and household size. The current guidelines can be found on the chart in Exhibit D.

- B. Submit to the Portland Housing Bureau a final report, documenting the success of the program within 15 days of the termination of the contract. The report will include:
1. Narrative description of the activities undertaken as part of this project.
 2. Evaluation of success of the project, based on performance measures identified in Section IV of this Contract.
 3. A summary of all matching resources received by the project, including the value of volunteer time donated to the project.
 4. Summary income and demographic data on project participants.

IV. Compensation and Method of Payment

The Subrecipient will be compensated for the above-described services by the City of Portland through the Portland Housing Bureau, per the attached budget.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and service.

- A. Actual or anticipated expenditures, upon submission of a Request for Payment form. The format for these requests is attached to this Contract as Exhibit B. When payment is made to the Subrecipient based on an itemized list of estimated costs, the Subrecipient will submit proof of purchase of said items to the City after purchase.
- B. All funds received by the Subrecipient, whether requested for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
- C. Reimbursement by the City is dependent on timely submission of all required progress reports, per Section II.
- D. Final billing will not be approved for payment until final report, per Section II of this Contract, is submitted and approved.
- E. It is agreed that total compensation under this Contract shall not exceed DOLLARS (\$).

V. Performance Measures and Time Line

- A. The Subrecipient will report on the achievement of the following output measures for the project:
- B. The Subrecipient will report on the achievement of the following outcome measures for the project:
 - 1. Support of the City of Portland's effort to close the minority homeownership gap.

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 Contract. 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 Contract 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 Contract 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 may, from time to time, request changes in the scope of the 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 to be approved by the Bureau Director. Any change that increases in total the amount of compensation payable to the Subrecipient to \$100,000 or more must be approved by ordinance of the City Council. The Bureau Director may approve increases in compensation that result in total compensation of less than \$100,000. Other changes, including changes to scope of work and budget line items, may be approved by the Project Manager.

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

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "Subrecipient") agrees as follows:

(1) Compliance with Regulations: The Subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or

family relationships in the selection and retention of Subrecipients, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractor, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.

(4) Information and Reports: The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *City of Portland* or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *City of Portland* or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the *City of Portland* shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Subrecipient shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Subrecipient shall take such action with respect to any Subrecipient procurement as the *City of Portland* or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Subrecipient becomes involved in, or is

threatened with, litigation with a Subrecipient or supplier as a result of such direction, the Subrecipient may request the *City of Portland* to enter into such litigation to protect the interests of the *City of Portland*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in the contract and comply with any resulting regulations or requirements.

- F. ACCESS TO RECORDS. The City, or 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 examination, excerpts, and transcriptions. All required records must be maintained by the Subrecipient for three years after the City makes final payment and all other pending matters are closed.
- G. MAINTENANCE OF RECORDS. The Subrecipient shall maintain records on a current basis to support its billings to the City. 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 hereunder. The Subrecipient shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- 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 3 year period established by Section G 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.

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

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. 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 Contract 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 subcontractors 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. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

- M. INDEPENDENT CONTRACTOR STATUS. The Subrecipient is engaged as an independent contractor and the 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.

- N. REPORTING REQUIREMENTS. The Subrecipient shall report on its activities in a format and by such times as prescribed by the City.
- O. 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 City officer or employees who participated in the award of this contract shall be employed by the Subrecipient during the period of the contract.

- P. 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.

- Q. 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 \$2,500.00 per fiscal year, the Subrecipient agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any subrecipient receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any subrecipient receiving

between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Additionally, contractors expending \$500,000 in federal funds may be required to obtain a full 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.

- S. 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.
- T. INTEGRATION. This Contract contains the entire Contract between the City and the Subrecipient and supercedes all prior written or oral discussions or Contracts.
- U. 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.

V. 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 doing any period of affordability relative to any project funded under this Contract.

SAMPLE DO NOT EXECUTE

SUBRECIPIENT

DO NOT EXECUTE

Authorized Signature _____ Date _____

DO NOT EXECUTE

Print or type Name and Title _____ Date _____

CITY OF PORTLAND

DO NOT EXECUTE

Shannon Callahan _____ Date _____
Interim Director
Portland Housing Bureau

APPROVED AS TO FORM:

DO NOT EXECUTE

Tracy Reeve, City Attorney _____ Date _____

DO NOT EXECUTE

Mary Hull Caballero, Auditor _____ Date _____
City of Portland