AMENDMENT NO. 1

Subrecipient Contract No. 32001942

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and Portland Community Reinvestment Initiatives, Inc. (PCRI), (Subrecipient) is hereby amended as follows:

Amend Item 4. Compensation

4. Compensation

The amount of compensation shall not exceed \$288,600 (Home Repair \$135,000 in CDBG and \$103,600 in Interstate Tax Increment Funding – TIF; Home Retention \$50,000 in CDBG). The compensation requirements are contained in Section V. **The final invoice is due July 3, 2020**.

Amend Section I. Compensation and Method of Payment:

I. <u>Compensation and Method of Payment</u>

- A. The City shall reimburse the Subrecipient for actual expenditures in accordance with the budget (Exhibit E) and the invoice form (Exhibit F), upon submission of copies of receipts or other acceptable documentation. Acceptable documentation includes, but is not limited to, a detailed general ledger with reconciliation of accruals. Final invoice is due **July 3, 2020**.
- B. Net payment terms are set at 20 days for this Contract.
- C. Any changes to the approved budget must be authorized in writing by the City Contract Manager before any expenditure of funds in new amounts or line items.
- D. Total compensation under this contract shall not exceed TWO HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDERED DOLLARS (\$288,600).

Amend Exhibit A Statement of Work, Section C Home Repair, number 6 as follows:

6. Grants funded by Interstate TIF resources may not exceed \$10,000 per household. Grants funded by Interstate TIF LIFT resources may not exceed \$15,000. CDBG funded grants may not exceed \$5,000 per household without prior written approval from PHB Contract Manager and at least one of the following exemptions apply: Exemptions:

1. Post 1978 property

2. PHB has approved the scope of work as not disturbing paint. The presence of a child qualifies the property being eligible for the Lead Grant

<u>Amend Exhibit B Section I: Performance Measures, Home Repair Outputs, number 1 as</u> <u>follows:</u>

Home Repair:

A. Outputs:

- 1. 33 households served with home repairs (20 CDBG, 6 Interstate TIF, and 7 Interstate TIF LIFT)
- 2. Promote home repair IDA's and enroll households as funds are available
- B. Outcomes:

- 1. 100% of households retain home after one year
- C. Benchmarks:
 - 1. <u>Funding</u>: The February 2020 budget reimbursement request should reflect 50% of the budget expended for the N/NE Interstate, Interstate TIF & TIF LIFT funds.
 - 2. <u>Outputs:</u> The Quarter 3 Narrative and PDR Reports submitted in April 2020 should reflect 75% of the outputs completed.
 - 3. <u>Conditions:</u> If the funding and output benchmarks are not met, funds may be adjusted to ensure outputs are being met for the goals of this particular funding request.

Amend Exhibit F

Exhibit F, Home Repair Invoice is amended to include the additional \$70,000 for Interstate TIF.

All other terms and conditions of Contract No. 32001942 between the City of Portland and Portland Community Reinvestment Initiatives, Inc shall remain the same.

PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC. DO NOT EXECUTE

Kymberly Horner Executive Director Date

CITY OF PORTLAND

DO NOT EXECUTE

Shannon Callahan Director Portland Housing Bureau Date

APPROVED AS TO FORM: DO NOT EXECUTE

Tracy Reeve City Attorney

Date

AMENDED Exhibit F. Home Repair Invoice PCRI Home Repair Invoice FY 2019-2020

To: City of Portland, PHB Attn: Emma Deppa 421 SW 6th Avenue, Suite 500 Portland, Oregon 97204

| Request for Payment #: Contract #: 32001942 Billing Period: | |
|--|--|
|--|--|

CDBG

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|------------------|-----------|------------------------|---------------|---------|
| Personnel | 40,500 | | | |
| Operating | 90,000 | | | |
| Admin (Direct) | 4,500 | | | |
| Admin (Indirect) | - | | | |
| Sub Total | \$135,000 | | | |

TIF - Interstate

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|----------------|----------|------------------------|---------------|---------|
| Personnel | \$4,000 | | | |
| Operating | \$29,100 | | | |
| Admin (Direct) | \$500 | | | |
| Sub Total | \$33,600 | | | |

TIF LIFT - Interstate

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|-----------|-----------|------------------------|------------|---------|
| Personnel | - | | | |
| Operating | \$70,000 | | | |
| Admin | - | | | |
| Sub Total | \$70,000 | | | |
| TOTAL | \$238,600 | | | |

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

| Preparer's Name & Title: | Date: |
|--------------------------|-----------|
| - | Signature |
| Email: | Phone: |
| | |
| Authorizing Signature: | Date: |

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.

AMENDMENT NO. 1

Subrecipient Contract No. 32001943

The above referenced Subrecipient Contract between the City of Portland (City) acting by and through its Portland Housing Bureau (PHB) and Community Energy Project (CEP), (Subrecipient) is hereby amended as follows:

Amend Item 4. Compensation

4. Compensation

The amount of compensation shall not exceed \$830,000 (\$145,000 in CDBG and \$685,000 in Interstate Tax Increment Funding - TIF). The compensation requirements are contained in Section V. **The final invoice is due July 3, 2020**.

Amend Section I: Scope of Services, F. Outputs as follows:

F. Grants funded by TIF resources may not exceed \$10,000 per household. Interstate TIF LIFT resources may not exceed \$15,000 per project. CDBG funded grants may not exceed \$5,000 per household without prior written approval from PHB Contract Manager and at least one of the following exemptions apply:

Exemptions:

1. Post 1978 property

- 2. PHB has approved the scope of work as not disturbing paint
- 3. The presence of a child qualifies the property being eligible for the Lead Grant

Amend Section III: Performance Measures, A. Outputs, number 3 as follows:

- 1. Provide expanded home maintenance services for 34 low income senior homeowners in the Interstate Urban Renewal Area (25 Interstate TIF and 9 Interstate TIF LIFT), as well as 58 low-income senior homeowners in the Lents Urban Renewal Area (8 with Lents TIF and 50 with Lents TIF LIFT). Prioritize seniors at-risk for foreclosure due to the following factors:
 - a. Homes needing maintenance that threatens the insurability of the property; and
 - b. BDS code violations and/or nuisance complaints.
- 2. Benchmarks:
 - a. <u>Funding:</u> The February 2020 budget reimbursement request should reflect 50% of the budget expended for the all N/NE Interstate, Interstate TIF & TIF LIFT and Lents TIF & TIF LIFT funds.
 - b. <u>Outputs:</u> The Quarter 3 Narrative and PDR Reports submitted in April 2020 should reflect 75% of the outputs completed.
 - c. <u>Conditions:</u> If the funding and output benchmarks are not met, funds may be adjusted to ensure outputs are being met for the goals of this particular funding request.

Amend Section V. Compensation and Method of Payment, Point E. as follows:

E. Total compensation under this contract shall not exceed EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$830,000).

Amend Exhibit F, Expanded Home Maintenance Invoice

EXHIBIT B

Exhibit F, Expanded Home Maintenance Invoice is amended to include the additional \$90,000 for Interstate TIF and \$200,000 for Lents TIF.

All other terms and conditions of Contract No. 32001943 between the City of Portland and Community Energy Project shall remain the same.

COMMUNITY ENERGY PROJECT DO NOT EXECUTE

Charity Fain Executive Director

Date

CITY OF PORTLAND DO NOT EXECUTE

Shannon Callahan Director Portland Housing Bureau Date

APPROVED AS TO FORM:

DO NOT EXECUTE

Tracy Reeve City Attorney Date

EXHIBIT F Community Energy Project: Expanded Home Maintenance Amended Invoice

TO: City of Portland, PHB Attn: Emma Deppa 421 SW 6th Avenue, Suite 500 Portland, Oregon 97204

Request for Payment #: ___Contract #: ____32001943 Billing Period: _____

TIF - Interstate

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|-----------|-----------|------------------------|------------|---------|
| Personnel | \$46,576 | | | |
| Operating | \$53,211 | | | |
| Admin | \$10,213 | | | |
| Sub Total | \$110,000 | | | |

TIF LIFT - Interstate

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|-----------|----------|------------------------|------------|---------|
| Personnel | \$13,458 | | | |
| Operating | \$66,484 | | | |
| Admin | \$7,098 | | | |
| Sub Total | \$90,000 | | | |

TIF - Lents

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|-----------|----------|------------------------|------------|---------|
| Personnel | \$25,632 | | | |
| Operating | \$17,083 | | | |
| Admin | \$7,285 | | | |
| Sub Total | \$50,000 | | | |

TIF LIFT - Lents

| CATEGORY | BUDGET | AMOUNT THIS INVOICE | BILLED YTD | BALANCE |
|-----------|-----------|------------------------|------------|---------|
| Personnel | \$57,531 | | | |
| Operating | \$210,926 | | | |
| Admin | \$31,543 | | | |
| Sub Total | \$300,000 | | | |
| TOTAL | \$550.000 | | | |

 TOTAL
 \$550,000

 By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the
expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Preparer's Name & Title: ______Date: ______ Email: ______Phone: _____

EXHIBIT B

Authorizing Signature:

NOTE: This form must be recreated on the agency's letterhead that includes contact information or the invoice will not be valid.