

**AGREEMENT NO.**

An Agreement between the City of Portland, Oregon (City) and Central City Concern (Subrecipient) to provide funding for CCC's Building Services Enterprises in order to train and place low-income residents in permanent employment.

**RECITALS:**

1. In this period of high unemployment, the City of Portland is interested in undertaking initiatives, which train and place residents in permanent employment.
2. Central City Concern operates three building services enterprises specializing in property maintenance, painting, and janitorial services. These three recent start-ups have been relatively successful in finding niches for their services, and in turn training/employing low-income residents.
3. Central City Concern, having recently attained designation as a Certified Rehabilitation Enterprise which will give it priority on public contracts, believes that with additional career services, supervisory, and support staff, it will be able to double the enterprises' training/employment within a year. The cost for this staff is \$100,000.
4. The approved FY 2001-02 supplementary budget for the Community Development Block Grant Fund has appropriated funding for economic stimulus activities as proposed by Central City Concern.
5. The City now wishes to enter into an agreement in the amount of \$100,000 with Central City Concern to assist in the expansion of these enterprises.

**AGREED:**

I. Scope of Services

Central City Concern shall undertake the following activities with regard to its Building Service Enterprises.

- A. Significantly increase the operational capacity of CCC's Janitorial, Property Maintenance, and Painting Enterprises, which will ultimately result in an additional 25 employees within 12 months.
- B. Provide training and placement for these 25 new employees.

1. CCC, in part through the West Portland One Stop, will screen and train potential applicants for these new positions. Following this training, CCC will place these employees in either on-the-job training or permanent positions.
2. CCC and BHCD anticipate that the majority of these new employees will have once been homeless.
3. Starting wages for building service employees is \$8.00 per hour plus benefits (medical, dental, vacation/sick leave, long/short term disability and retirement plans.) The average wage for employees with two years of experience is \$9-\$10/hour.
4. CCC and BHCD anticipate that the retention, or career path, rate after 6 months will be 65%.

C. BHCD funds will be used to fund the following positions:

1. Hire a building services supervisor to supervise on-the-job trainees and employees on work assignments.
2. Hire a part-time career services coordinator.
3. Hire support staff to assist in the operations of the three building service enterprises.
4. It is acknowledged that BHCD funds are one-time only funding. It is anticipated that in future calendar years these positions will be covered from the increased revenues of the three enterprises.

II. Reporting. The Subrecipient will report quarterly on the following items:

1. A listing of each new contract obtained with the total dollar amount.
2. A listing of each new employee trained and hired, the title of their position, and their ethnicity.
3. A listing of any positions eliminated due to inadequate revenues from the enterprises.
4. A year-end assessment and evaluation for each enterprise on whether it has experienced identifiable improvement, in which areas, the areas it still needs to improve in, and what its prospects for the future are.
5. A year-end total of the three enterprises' volume of business, profit, and employment, compared to calendar year 2001.

Quarterly reports are due June 30, September 30, and December 30, 2002. The year-end report is due March 30, 2003.

#### IV. Compensation and Method of Payment

- A. The City will reimburse the Subrecipient for actual expenses in accordance with the Budget (Attachment A), upon submission of an itemized statement of expenditures.
- B. Requests for payments from the Subrecipient may be submitted monthly.
- C. Any program income received by the Subrecipient shall be utilized to support the employment activity of CCC's Janitorial, Painting and Property Maintenance activities.
- D. All funds received by the Subrecipient must be disbursed within three (3) working days of receipt.
- E. 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.
- F. Total compensation under this Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

#### IV. City Project Manager

- A. The PNDSC Project Manager shall be Howard Cutler, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The PNDSC Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out all other CITY actions referred to herein.

#### V. 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 must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the Subrecipient agrees as follows:
1. 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).

2. 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).
  3. The Subrecipient will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
  4. 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. 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 four 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 4 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 4-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 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 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.

L. 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 Contractor 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.

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 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.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT CONTRACTOR 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.

- 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 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.

On CDBG-funded projects, the Subrecipient shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

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

- Q. **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.

- 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. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with provisions of 24 CFR 570.504 regarding program income. 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.
- T. **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.
- 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.
- U. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing and 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.
- V. **EXPIRATION/REVERSION OF ASSETS.** For Community Development Block Grant-funded projects, the Subrecipient shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. **RELOCATION, ACQUISITION AND DISPLACEMENT.** The Subrecipient agrees to comply with 24 CFR 570.606 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.
- X. **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.
- Y. **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.

- Z. **INTEGRATION.** This agreement contains the entire agreement between the City and the Subrecipient and supersedes all prior written or oral discussions or agreements.
- 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 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, 1 5 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 \$20,297.00.

- BB. **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.
- CC. **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 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

- DD. **FUND-RAISING.** 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.
- EE. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing and Community Development.
- FF. **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.

- GG. **CHURCH/STATE.** The Subrecipient agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. **TARGETING.** Each year the City designates target areas, which receive focused services through the Bureau of Housing and 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 provide such information and assistance.
- II. **TRAINING.** The Bureau of Housing and 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.

JJ. 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.

VI. Period of Agreement

The term of this Agreement shall be effective as of March 1, 2002 and shall remain in effect during any period Subrecipient has control over Housing and Community Development funds, including program income. Work by Subrecipient shall be completed as of February 28, 2003.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2002.

**CITY OF PORTLAND**

**CENTRAL CITY CONCERN**

\_\_\_\_\_  
Erik Sten  
Commissioner of Public Works

\_\_\_\_\_  
Richard Harris  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey L. Rogers, City Attorney

**ATTACHMENT A**

**CENTRAL CITY CONCERN  
BUREAU OF HOUSING AND COMMUNITY DEVELOPMENT  
REQUEST FOR PAYMENT**

Project Name: Economic Stimulus Initiative      Request For Payment # \_\_\_\_\_  
Billing Period: \_\_\_\_\_

**CDBG**

Budget Category	Contract Budget	Expense This Period	Expenses YTD Including This Invoice	Balance From Contract Budget
Career Services Coordinator (.5 FTE)	\$17,500			
Building Services/On the Job Training Supervisor (1 FTE)	\$35,000			
Support Staff (1 FTE)	\$30,000			
Office/Operating Expenses	\$6,912			
Supplies	\$2,500			
Administration (8.8%)	\$8,088			
<b>Total</b>	<b>\$100,000</b>			

Certification: I certify to the best of my knowledge and belief that the invoice is correct and complete and that all the expenses are for the purpose set forth in the award document and, I understand that a portion or all of this request will be funded with federal money and that these expenses are subject to future audit.

Total Amount Requested \_\_\_\_\_

Prepared By \_\_\_\_\_ Phone No. \_\_\_\_\_

Approved By \_\_\_\_\_

*Please send invoice to: **BHCD**  
421 SW 6<sup>th</sup>, Ste. 1100  
Portland, OR 97204*