

**Subrecipient Contract No. [SAP Contract Number]
Eviction Legal Defense Program**

This subrecipient contract is between the City of Portland, acting by and through its Portland Housing Bureau (PHB), hereafter called "City," and Oregon Law Center, hereafter called "Subrecipient," for the provision of legal defense services to tenants at risk of eviction.

1. Effective Date and Duration

This contract shall become effective on July 1, 2021 and shall terminate on June 30, 2022.

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

<u>PHB</u>	<u>Subrecipient</u>
Contract Manager: Christina Dirks	Contract Manager: #
421 SW Sixth Avenue, Suite 500	Oregon Law Center
Portland, OR 97204	522 SW Fifth #812 Portland, OR 97204
(503) 865-6663	(800) 672-4919
(503) 823-2387 (fax)	
christina.dirks@portlandoregon.gov	#
	EEO Confirmed [Check on Buyspeed]
	Business License No. [Number from Revenue Website]

3. Scope of Services

Subrecipient shall perform services in accordance with the statement of work contained in Exhibit A.

4. Compensation

The amount of compensation shall not exceed \$440,000 in Rental Registration Funds. The compensation requirements are contained in Section I. The **final invoice is due Friday, July 2, 2022.**

5. Reporting

Subrecipient shall comply with the reporting requirements contained in Exhibit B, the equity reporting requirements contained in Exhibit D, and submit reports in accordance with the final and quarterly report format is contained in Exhibit G. The **final report is due Friday, July 23, 2022.**

6. Performance Measures

Subrecipient shall perform services in accordance with the expected performance measures, including outputs, outcomes and reporting requirements, contained in Exhibit B.

7. List of Exhibits

The following Exhibits are attached hereto and incorporated by reference into this contract:

Document	Description	No. of Pages
Exhibit A	Statement of Work	[2]
Exhibit B	Performance Outputs and Outcomes	[2]
Exhibit C	Terms and Conditions	[7]
Exhibit D	Equity Agenda	[1]
Exhibit E	Eviction Legal Defense Program – Budget	[2]
Exhibit F	Eviction Legal Defense Program – Invoice	[1]
Exhibit G	Quarterly and Final Project Report Form	[7]
Exhibit H	PHB Guiding Principles of Equity and Social Justice	[1]

I. Compensation and Method of Payment

- 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 **Friday, July 2, 2022**.
- B. Net payment terms are set at 30 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 four hundred and forty thousand dollars (\$440,000).

II. Period of Agreement and Contract

The obligations and duties of this Contract shall be binding on the Subrecipient during any period the Subrecipient has control of funds or program income under this Contract, or during any period of affordability relative to any project funded under this Contract. All other terms and conditions of this Contract, including any grant-related compliances, as applicable, are contained in Exhibit C.

OREGON LAW CENTER**CITY OF PORTLAND**

Date

Shannon Callahan Date
Director
Portland Housing Bureau

APPROVED AS TO FORM:

City Attorney Date

Exhibit A – Statement of Work

The goal of the Eviction Legal Defense Program is to provide free legal representation to tenants facing eviction in order to increase housing stability for tenants. The Subrecipient will provide the following services in conjunction with the Eviction Legal Defense Program.

A. Program Outreach

1. Oregon Law Center shall develop and utilize an outreach plan to assure that those communities most impacted by eviction are aware of and benefit from this Program.
 - a. This outreach plan shall include, but is not limited to, use of social media platforms, community partner network, direct mailings, and targeted outreach to tenants with eviction court filings.
 - b. This outreach plan shall be shared with PHB for review and input.
2. Oregon Law Center shall engage in conversations with Multnomah County Circuit Court and seek to have a court-house presence during eviction proceedings to perform outreach to tenants about the Program.

B. Intake and Screening for Legal Representation:

1. Oregon Law Center shall perform an intake for any tenant living in the City of Portland whose household income is 60% of AMI or below and has been served with a termination notice, served with a notice of proposed termination of their subsidizing housing benefits, or served with an eviction summons for a rental unit located in the City of Portland. The intake shall include:
 - a. An assessment what additional services the tenant may need, including rent assistance, in addition to legal defense services.
 - a. Refer potential program participant to any other needed services identified through the intake process.

C. Legal Representation of Tenants Facing Eviction:

1. Oregon Law Center shall provide legal representation to tenants facing eviction or housing subsidy termination who are members of vulnerable populations with emphasis on overrepresenting and overserving the low-income BIPOC population.
2. Oregon Law Center shall develop and utilize a case acceptance criteria approved by PHB, that includes a vulnerability index, when making case acceptance determinations.
3. Oregon Law Center shall develop and utilize a network of private attorneys who will accept cases under this Program that Oregon Law Center does not have capacity to accept.

D. Data Compilation and Analysis:

1. Oregon Law Center shall enter into a subrecipient contract with Portland State University to assist in the data compilation and analysis component of this Program.
2. Oregon Law Center or it's subrecipient shall review the eviction court docket for the duration of this contract and include with their quarterly reports an analysis of the docket for that quarter which includes the number of cases filed, the zip codes of each case filed, the basis for termination for each case filed, and the outcome of

- the case including whether either side had representation, a stipulated agreement was entered into, a dismissal was entered, noncompliance proceedings occurred, and/or judgment entered.
3. Oregon Law or it's subrecipient shall report on observations and trends regarding the experiences of tenants going through the eviction court process from Portland State University's Core Observation Team.
 4. Oregon Law Center shall collect information about every household seeking services through this Program, information about that household's tenancy, the basis for termination/eviction, the facial validity of the termination notice, and any possible counterclaims including retaliation and/or habitability.
 - a. The household information shall include, but may not be limited to, the demographic information about the household, whether the household utilizes a Section 8 Housing Choice Voucher, the presence and number of children in the home, the presence and number of individuals with disabilities in the home, and any other vulnerability indicators agreed upon by the Oregon Law Center and the Portland Housing Bureau.
 - b. Information about the household's tenancy shall include, but may not be limited to, the duration of tenancy, the type of rental agreement, the amount of rent, whether the unit is subsidized, and whether or not the eviction was COVID-related.
 5. Oregon Law Center shall gather case outcome information for each tenant that receives representation through this Program. Case outcome information shall include, but is not limited to, terms of negotiated settlements and entry of court dismissals or judgments.
 6. Oregon Law Center shall report this data to PHB with their quarterly reports.

Exhibit B – Performance Measures and Required Reporting

I. Performance Measures

A. Output:

1. Increase the number of tenants in the City of Portland that are aware of the Eviction Legal Defense Program.
2. Conduct intakes for 1,500 tenants for the Eviction Legal Defense Program.
3. Represent 840 tenants facing eviction in either negotiating with their housing provider in advance of an eviction court filing or in representation in eviction court or administrative hearings.
4. Track how tenants served by the Program learned of the Program.
5. Compile information about the household seeking services through this Program, information about that household's tenancy, the basis for termination/eviction, and any possible counterclaims.

B. Outcomes:

1. Most of cases accepted for representation under the scope of this contract will be resolved with a favorable outcome for the tenant.
2. Increasing housing stability for under-represented and underserved population in Portland.
3. Aggregated reporting on the reduction of tenants' financial obligations to a landlord, including past due rent, late fees, court costs, etc. as a result of representation by the Eviction Legal Defense Program.
4. Coordination with culturally specific community-based organizations to promote increased knowledge of the Program and referrals to the Program.
5. Demographic and geographic information gathered under the scope of this contract will be used in refining and revising the outreach plan throughout the duration of the Program.
6. The community in general and specifically more people within the BIPOC community and other vulnerable populations will consider Oregon Law Center as a legal resource when facing termination and/or eviction.

II. Required Reporting

- A. Quarterly and Final Project Reports – The Subrecipient will prepare quarterly reports summarizing the program outputs and outcomes achieved to date using the form provided in this contract (Exhibit G). Quarterly reports are due 30 days after the end of the quarter except for the final quarter. (Reports are due October 30, 2021, January 30, 2022, April 30, 2022 and July 23, 2022. As necessary, the City Contract Manager may require small changes in the report, or additional reports within reason.
- B. Client Data Tracking – The Subrecipient will enter information on all client services and demographic information for all participant households in the City of Portland in the on-line database system ServicePoint, due at the same time as the

quarterly reports. PHB will provide, free of charge, access, training and support for use of ServicePoint. Payment for invoices may be withheld until this information is entered into Service Point if it is not available by the time Quarterly and Final Project Reports are due.

Subrecipient will submit the following program reports:

- Quarterly and Year-End report form (Exhibit G)
- Service Point: PHB – Participant Demographics Report

Exhibit C – Terms and Conditions

III. General Contract Provisions

1. The following general terms and conditions (the “Terms and Conditions”) apply to all Portland Housing Bureau’s (“PHB’s”) Subrecipient Contracts (the “Contract”). In the event that the Contract contains a provision that conflicts with a provision of the Terms and Conditions, the more restrictive provision will apply.

REPRESENTATIONS AND WARRANTIES

2. Subrecipient represents and warrants to PHB as follows:
 - A. **Authority.** Subrecipient has full power, authority, and legal right to execute and deliver the Contract and to incur and perform its obligations hereunder. The execution and performance by Subrecipient of the Contract has been duly authorized by all necessary action of Subrecipient.
 - B. **No Violations or Default.** No event has occurred, and no condition exists with respect to Subrecipient that constitutes an Event of Default. Each of the following is an “Event of Default”:
 - i. **Breach.** If Subrecipient breaches a material provision of the Contract, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Subrecipient receives written notice from PHB specifying the breach;
 - ii. **Assignment.** If Subrecipient makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor’s committee appointed over it that is not removed within one hundred eighty (180) days after appointment;
 - iii. **Failure to Disclose; Misrepresentation.** Subrecipient’s failure to disclose any material fact related to the Contract or upon discovery by PHB of any misrepresentations by, on behalf of, or for the benefit of, Subrecipient; or
 - iv. **Misuse of Funds.** It shall also be an Event of Default under the Contract, if Subrecipient uses any portion of the funds in a manner inconsistent with the Contract.
 - C. **Litigation.** No action, suit or proceeding is pending against Subrecipient before any court or administrative agency, that purports to affect the legality, enforceability, or validity of the Contract; or
 - D. **Compliance with Laws.** Subrecipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it. Any violation of such laws, rules, regulations, ordinances or orders shall constitute an Event of Default by Subrecipient.

AFFIRMATIVE COVENANTS

3. Subrecipient covenants and agrees as follows:

- A. **Performance of the Work.** Subrecipient shall perform the work in an expeditious and continuous manner in compliance with all federal, state and local laws, rules, regulations, ordinances and orders pertaining to or regulating the activities to be performed pursuant to the Contract, including those hereinafter adopted, including, but not limited to, the following:
- i. Contract Administration (24 CFR 570.502(b)). Subrecipient shall comply with the applicable provisions of the Code of Federal Regulations, 2 CFR 200 as concerns contract administration (2 CFR Subparts A, B, and C), administrative processes (2 FR 200 Subpart D), and cost principles (2 CFR Subpart E). All Subrecipients shall remain compliant with audit principles outlined in 2 CFR 200 Subpart F;
 - ii. If Subrecipient is a 501(c)(3) organization, Subrecipient shall maintain its nonprofit and tax exempt status during this Agreement. Subrecipient shall be EEO certified by the City in order to be eligible to receive funds;
 - iii. **DRUG-FREE WORKPLACE ACT OF 1998.** Subrecipient shall maintain a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1998 and in accordance with requirements of 24 CFR Part 24 Subpart F;
 - iv. Subrecipient shall also comply with the provisions of 24 CFR 84.42 and/or 85.36(b)(3), which require that a written Code of Standards of Conduct be maintained by the Subrecipient, as it relates to the performance of employees engaged in the award and administration of contracts.
- B. **Changes in Anticipated Services.** If, for any reason, Subrecipient's anticipated services or actions are terminated, discontinued or interrupted, PHB's payment of funds may be terminated, suspended or reduced. Subrecipient shall immediately refund to PHB any unexpended funds received by Subrecipient.
- C. **Non-Discrimination; Civil Rights.** During the term of the Contract, Subrecipient shall comply with the following:
- i. The non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), the Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107);
 - ii. 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);

- iii. The equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60);
- iv. 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;
- v. 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 in accordance with 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing five (5) or more assisted units.
- vi. The following provisions which must also be included in each subcontract, unless otherwise exempt:
 - 1) **Non-discrimination**. 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. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices for a program set forth in Appendix B of the Regulations.
 - 2) **Solicitations for Subcontractor, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by 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 Subrecipient of Subrecipient's obligations under the Contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
 - 3) **Information and Reports**. Subrecipient shall provide all information and reports required, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PHB or any state or federal agency to be pertinent to ascertain compliance with 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, Subrecipient shall so certify to PHB or any state or federal agency as appropriate, and shall set forth what efforts it has

made to obtain the information.

- 4) **Records and Inspection.** Subrecipient shall keep proper books of account and records on all activities associated with the Contract (collectively, the "Records"). Subrecipient shall maintain the Records in accordance with generally accepted accounting principles and shall retain the Records for (5) five years after PHB makes final payments and all other pending matters are closed. Subrecipient shall permit PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect, review and make excerpts and transcripts of the Records with respect to the receipt and disbursement of funds received hereunder. The authorized representatives shall have access to the Records at any reasonable time for as long as the Records are maintained. This Section shall survive the expiration of the term and any termination of the Contract and upon such termination Subrecipient shall promptly transfer all Records to PHB.
- 5) **Audits.** PHB, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, may at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of the Contract and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with City policy and provisions of 2 CFR 200, Subpart F.
- 6) **Political Activity.** Subrecipient shall not permit any of the funds, materials, property or services provided under the Contract to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of Oregon, the County of Multnomah or the City of Portland.
- 7) **City Recognition.** Subrecipient shall insure recognition of the role of PHB in providing services through the Contract. All activities, facilities and items utilized pursuant to the Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under the Contract.
- 8) **Indemnification.** Subrecipient shall hold harmless, defend, and indemnify PHB, the City of Portland, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Subrecipient and/or its contractors in the performance of the Contract. This duty shall survive the expiration or termination of the Contract.

- 9) **Insurance.** Subrecipient shall obtain and maintain in full force at its expense, throughout the term of the Contract and any extension periods, the required insurance identified below. PHB reserves the right to require additional insurance coverage as may be required by statutory changes during the term.
- a. **Workers' Compensation Insurance.** Subrecipient, its contractors and all employers working under the Contract shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Subrecipient, its contractors and any employers working under the Contract shall maintain coverage for all subject workers.
 - b. **Commercial General Liability Insurance:** Subrecipient shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - c. **Automobile Liability Insurance:** Subrecipient shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- 10) **Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Subrecipient's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
- 11) **Continuous Coverage;** Notice of Cancellation: Subrecipient shall maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or nonrenewal of coverage without thirty (30) days written notice from Subrecipient to PHB. If the insurance is canceled or terminated prior to termination of the Contract, Subrecipient

shall immediately notify PHB and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Contract and shall be grounds for immediate termination of the Contract.

RIGHTS AND REMEDIES UPON EVENT OF DEFAULT; TERMINATION

4. **Rights and Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may, at its option, exercise any one or more of the following rights and remedies:
 - A. **Termination for Cause.** Upon the occurrence of an Event of Default and at any time thereafter, PHB may terminate the Contract for cause.
 - B. **Enforcement.** In the event that the Contract is terminated for cause, PHB may take one or more of the following actions:
 - i. **Repayment.** PHB may declare any funds disbursed to Subrecipient, to be immediately due and payable in full. To the extent that the Event of Default is in connection with the misuse of funds, PHB may declare any misused funds and to be immediately due and payable in full and, upon such declaration, Subrecipient shall pay to PHB the amount declared to be immediately due and payable. In addition, Subrecipient shall be required to provide all finished or unfinished documents, data, studies, and reports prepared by Subrecipient;
 - ii. **Termination of Funding Obligation.** PHB may terminate PHB's obligation to disburse additional funds to Subrecipient; and
 - iii. **Other Legal Remedies.** PHB shall have any other right or remedy available at law, in equity, or otherwise in such order and manner as it may select.
 - C. **Completion of the Work.** In addition, if the Contract is terminated for cause, PHB 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 Subrecipient hereunder plus the remaining unpaid balance of the compensation provided herein, then Subrecipient shall pay to PHB the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).
 - D. **Termination for Convenience.** PHB may, in accordance with 24 CFR 85.44, terminate the Contract for convenience.

MISCELLANEOUS

5. **Subcontracting.** If Subrecipient utilizes contractors to complete its work under the Contract, in whole or in part, Subrecipient shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Contract as specified herein. However, Subrecipient shall remain obligated for full performance hereunder, and PHB shall incur no obligation other than its obligations to Subrecipient hereunder.

6. If Subrecipient provides CDBG or HOME funds to for-profit owners or developers, non-profit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance or contractors, Subrecipient must have a written agreement that meets the requirements of 24 CFR 570.503(b) or 92.504(c), respectively.
7. **Independent Contractor Status.** Subrecipient, and its contractors 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.
8. **Conflict of Interest.** No City officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in the Contract or the proceeds thereof. Any City officer or employee that selected Subrecipient, participated in the award of the Contract or managed the Contract shall not seek the promise of employment from Subrecipient or be employed by Subrecipient during the term of the Contract, unless a written waiver is obtained from the City.
9. **Amendment/Changes.** PHB 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 Subrecipient's compensation, shall be incorporated in written amendments to the Contract. The Bureau Director is authorized to approve funding amendments up to 25% of the original budget amount of any contract covered under the ordinance.
10. **Copyright.** If the Contract results in any copyrightable material or inventions, PHB reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.
11. **Modification; Prior Agreements; Headings.** The Contract may not be modified or amended except by an instrument in writing signed by the parties. The Contract reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in the Contract are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.
12. **Successors and Assigns.** Subrecipient may not assign the Contract, in whole or in part, without the prior written consent of PHB. The Contract shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
13. **Governing Law, Jurisdiction, Venue.** The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding the Contract must be brought and conducted in the federal or state court, as appropriate, serving Multnomah County, Oregon, and the parties hereby consent to the jurisdiction and venue of such courts.
14. **Validity; Severability.** If any provision of the Contract is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of the Contract, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Exhibit D. Equity Agenda

I. Commitment to Equity Agenda

Access and Outcomes

PHB works to ensure equity for communities of color in city-supported service and housing programs. PHB will reduce the documented disparities experienced by communities of color in program access and outcomes by investing in strategies that contribute to the achievement of program-specific and bureau-wide goals for communities of color.

To evaluate progress, PHB will utilize indicators based on the disparity between the rates of poverty for white-only participants and respective communities of color, as measured by American Community Survey (ACS) data for each community.

All Subrecipients will evaluate outcomes by race/ethnicity and if evaluation shows significant disparities in outcomes based on race, the Subrecipient will work with PHB to determine reasons for why disparate impacts are occurring, and to recommend and implement a plan(s) to eliminate the disparities.

Participants are strongly encouraged to review recent reports such as [State of Black Oregon](#), [State of Housing in Portland, 2017 Point-in-Time Count](#), the [Coalition of Communities of Color reports](#), and identify areas where they can make a community-wide impact in reducing disparities.

PHB is currently working on updating its equity reporting requirements for subrecipients. Because of the pandemic's disproportionate impact on communities of color, and the stress the crisis placed on our subrecipient partners, we are focusing this year on getting input from partners on our racial equity processes and procedures. A new equity report format, consisting of narrative questions, is included in Exhibit G and is due at the same time as other annual reporting.

**EXHIBIT E
EVICTION LEGAL DEFENSE PROGRAM BUDGET**

Budget Category	PHB Award	Total Program Budget
Personnel		
Salaries		
Benefits & Payroll Taxes		
Total Personnel		
Operating Expenses		
Equipment Expenditures		
Rentals		
Computer Technology		
Mileage & Parking		
Consultants		
Subcontractors		
Miscellaneous Meeting Expenses		
Professional Services		
Other: [Specify]		
Total Operating Expenses		
Administrative Expenses (directly or indirectly billed)		
Salaries		
Benefits & Payroll Taxes		
Office / Facility Rent		
Utilities		
Office Supplies		
Travel & Training		
Audit Services		
Insurance		
Indirect Rate Billing (\$)		
Total Administrative Expenses		
Direct Client Assistance		
Specify: [Specify type of expenses expected]		
Total Client Assistance		
TOTAL BUDGET		

TABLE 2: STAFFING DESCRIPTIONS AND AMOUNTS

Position Title and /or Description	Annual Salary	PHB Requested FTE	PHB Requested Dollar Amount
[Position title]	[\$]	[% of FTE]	[Amount]
[add lines as necessary]			
TOTAL			

TABLE 3: OTHER FUNDING SOURCES

Funding Sources	Status of Funding	Amount
[Names of sources]	[Pending, Committed, Received, Etc.]	
[Add lines as necessary]		

EXHIBIT F
Oregon Law Center FY 21/22 Eviction Legal Defense Program
Invoice

Request for Payment #: _____ Contract #: **[Contract No.]** Billing Period: _____

Rental Registration Funds

CATEGORY	BUDGET	AMOUNT THIS INVOICE	BILLED YTD	BALANCE
Personnel				
Operating				
Direct Client Assistance				
Admin Direct Costs				
Indirect Costs				
TOTAL				

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.

EXHIBIT G

**2020-21 Quarterly and Final Project Report
And
2020-21 Quarterly and Final Racial Equity Report**

PARTICIPANT DEMOGRAPHICS REPORT: OLC BENEFICIARY DATA

Date Submitted:	
Subrecipient Name:	
Contract Number:	
Program Title:	
Prepared by:	
	<input type="checkbox"/> 1 st Quarter: July 1 to September 30, 2021
	<input type="checkbox"/> 2 nd Quarter: October 1 to December 31, 2021
	<input type="checkbox"/> 3 rd Quarter: January 1 to March 31, 2022
	<input type="checkbox"/> 4 th Quarter: April 1 to June 30, 2022

Reporting Period From: July 1, 2021**To: June 30, 2022**

Complete a copy of this report for each of the different programs/projects funded under this contract.

Choose one of the following categories: individuals or households, and enter all info based on that category. The #'s below are based on:

Individuals or Heads of Households (*the Head of Household is the person in the household with the largest income*). Please make sure that totals of each category below match.

Total Number of Individuals or Households: _____

1. Gender

Gender	Total This Quarter	Total Year-To-Date
Male		
Female		
Total		

2. Race or Origin

Purpose and Instructions: This section reports data on the race or origin of your clients. To ensure that accuracy exists and to ensure that no one needs to enter the identity of "other" we ask that you define identity as specifically as you can. We do not include a "multiracial" category and instead ask that individuals of more than one race be included in each of the races specified. This will cause the race in combination categories to sum to more than the population count.

2a. Race and Origin (PHB)

Race (Required) FY 18-19	Total This Quarter	Total Year-To-Date
African		
Asian		
Black/African American		
Latino/Hispanic		
Middle Eastern		
Native American/Alaskan Native		
Native Hawaiian		
Pacific Islander		
Slavic		
White		
Declined to answer		
Total		

2b. Race and Origin (HUD)

Purpose and Instructions: This section reports data on the race and ethnicity of your clients to the Department of Housing and Urban Development (HUD). The HUD database requires that clients be singly identified in the categories below.

Race (Required)	Non-Hispanic This Qtr.	Non-Hispanic Y-T-D	Hispanic This Qtr.	Hispanic Y-T-D	Total This Qtr.	Total Y-T-D
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian and Other Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African American & White						
American Indian/Alaskan Native & African American/Black						
Other						

Total*						
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*Total should add up to the total people or households served

3. Income

Income (Required)	Total This Quarter	Total Year-To-Date
Over 80% of MFI		
(Moderate Income) 51-80% of MFI		
(Low) 31%-50% of MFI		
(Extremely Low) 0%-30% of MFI		
<i>Total Low/Moderate Income</i>		
Total*		

*Total should add up to the total people served

4. Other

Other	Total This Quarter	Total Year-To-Date
Female Head of Household (Required)		
Elderly Head of Household (Over 65)		
Disabled/Special Needs		

PROGRAM OUTCOMES AND REPORTING DATA: OLC QUARTERLY/FINAL REPORTReporting Period: From: July 1, 2020To: June 30, 2021**1. EVICTION LEGAL DEFENSE CASES**

Number of Cases	Q1	Q2	Q3	Q4	YTD
Number of intakes performed					
Number of cases closed with advice or brief service					
Number of cases closed with extended representation					
Cases still open/still investigating					
Total Eviction Legal Defense Cases (closed + still investigating)					

2. BASIS FOR TERMINATION AND VALIDITY OF TERMINATION NOTICE for All Cases That Had an Intake Performed in the Reporting Quarter

	Q1	Q2	Q3	Q4	YTD
Facially Invalid Termination Notice					
Nonpayment of Rent					
30 Day For Cause Termination Notice					
10 Day Repeat Violation Notice					
24 Hour Termination Notice					
Termination Notice for No-Tenant Cause (first year of occupancy)					
Termination Notice for Qualified Landlord Reason: Demolish or Convert to Use Other than Residential					
Termination Notice for Qualified Landlord Reason: Repairs or Renovations					
Termination Notice for Qualified Landlord Reason: Immediately Family Member to Occupy					
Termination Notice for Qualified					

Landlord Reason: Accepted Offer to Termination Notice for No Tenant Cause (After First Year and Unit in/on Same Building/Property as Landlord)					
Tenant Termination Notice					
Unauthorized Occupant Termination Notice					
OTHER					

List OTHER here:

3. CASE OUTCOME(S) for Extended Representation Case Closed This Quarter Only (one case may be counted in multiple categories)

	Q1	Q2	Q3	Q4	YTD
Maintained housing					
Extended move out date					
Neutral or positive rental reference					
Obtained Rent Assistance					
Obtained financial settlement that included a rent reduction, waiver of late fees or other financial savings by tenant					
Total amount of financial settlement or credit by tenants during this quarter.					
Stipulated Agreement					
Dismissal in favor of tenant					
Judgment entered against tenant					
Declaration of Noncompliance filed against tenant					
Hearing held on Declaration of Noncompliance					
Other Outcome(s)					

List OTHER OUTCOMES Here:

4. OUTREACH

	Q1	Q2	Q3	Q4	YTD
Number of culturally specific groups or providers who referred clients to RTC Program (existing alliances + new contacts)					
Number of culturally specific providers/groups who were contacted about RTC Program (existing alliances + new contacts)					
Number of events where information about RTC Program shared					

5. PROVIDE DATA OUTLINED IN EXHIBIT A, (D)(2), (3), AND (4) IN AGREED UPON FORMAT.

As a part of this report provide a *brief* written response to the following questions **including accomplishments and challenges related to racial disparities or disparities for other underserved groups. Please be sure to address accomplishments and challenges for populations most at risk of eviction (Black households, Latinx households, and households with children):**

1. **ACCOMPLISHMENTS:** Describe the overall accomplishments and successes achieved through the Contract.
2. **CHALLENGES:** Describe any challenges, including any project activities or outputs that are behind schedule or are not being carried out, and how you dealt with them.
3. **NEW DIRECTIONS.** Describe any activities or approaches taken that deviate from or add to the scope of the project.
4. **ADDITIONAL COMMENTS or FEEDBACK** on the contract.

Additional Questions for the Final Report Only. Reports are due according to the schedule listed in Section IV Required Reporting. Submit report to Christina Dirks via email: Christina.Dirks@portlandoregon.gov.

1. **GAPS:** Describe your analysis of participant demographics including race. Are there any disparities in access or outcomes? Do clients served report experiencing problems because of limitations of the program, or because of a lack of other services?
2. **TRENDS:** Describe trends in the work and the clients served.
3. **SUGGESTED CHANGES:** What changes would you recommend for the program and/or the contract? How do you plan to address any disparities in access or outcomes for your programs?

Annual Report on Racial Equity

1. How did COVID-19 impact the population you serve? Did you take on new clients during this time, as a result of the pandemic?
2. Please describe the impact that COVID-19 had on your program, including staff and program operations.
3. Please describe how you centered equity in your work during the pandemic
4. Are there any practices or tools that you used that centered racial equity, that you will continue to use as you move forward?
5. How did PHB do supporting you during this challenging time? What was helpful? What other supports would you have appreciated?

EXHIBIT H

PHB Guiding Principles of Equity and Social Justice

Equity means: All residents from Portland’s diverse and multicultural communities have access to the opportunities and resources they need to attain their full potential.

PHB will work towards eliminating housing barriers of all kinds, and we recognize Oregon’s history of housing discrimination and social injustice and must address current-day disparities in access to the resources, programs and opportunities experienced by communities of color. In Portland, people of color experience racism and encounter barriers to stable housing and housing resources at much higher rates than their White counterparts. This leads to more people of color experiencing disparate living conditions and having less access to public goods, services and resources.

PHB will ensure equity by applying these **Guiding Principles of Equity and Social Justice** when developing policies and organizational priorities, and when making operational and financial investment decisions.

PHB will:

- Seek knowledge and learn from the guidance of others in pursuit of our equity goals
- Strengthen and develop community relationships and engagement for shared success
- Honor and encourage relationships of trust and respect among partners who serve communities of color, service providers, housing developers and contractors
- Develop and communicate equity commitments
- Make policy and operational decisions using an equity lens
- Leverage the work and programs of other organizations effectively addressing issues of equity
- Continually incorporate equity achievements and learning into decision making and implementation of social justice policies
- Provide leadership and support to stakeholders related to equity
- Define, measure, and report equity result